

Ordinance No. 119486

Council Bill No. 112683

AN ORDINANCE relating to the Strategic Planning Office; authorizing execution of an Interlocal Agreement with King County for the receipt of funds for compliance with requirement of RCW 36.70A 215 to assess development capacity within the Urban Growth Area in King County; increasing an expenditure allowance in the 1999 Budget of the Executive Department's Strategic Planning Office; and by three-fourths vote of the City Council, making a reimbursable appropriation from the Supplemental Appropriations Account of the Emergency Subfund.

CF No. _____

Date Introduced: MAY 17 1999	
Date 1st Referred: MAY 17 1999	To: (committee) Neighborhoods, Growth Planning and Civic Engagement Committee
Date Re - Referred:	To: (committee)
Date Re - Referred:	To: (committee)
Date of Final Passage: 6-1-99	Full Council Vote: 8-0
Date Presented to Mayor: 6-1-99	Date Approved: 6-4-96
Date Returned to City Clerk: 6-4-99	Date Published: 288 T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:
Date Passed Over Veto:	Veto Sustained:

The City of Seattle - Legislative Department
Council Bill/Ordinance sponsored by: _____

Committee Action

5/25/99 - substitute with revised
unanimous con

5/25/99 - approved unanimous
Lizato
Condu

6-1-99 Full Council: Passed
(Excused: McIver)
This file is complete and ready for presentation to Full Council

J. Namsler 5-10-99
Law Dept. Review
Department

OMP
Review

City Clerk
Review

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____

CONLIN

Councilmember

Committee Action:

5/25/99 - substitute with revised version
unanimous conlin yes
lizata yes

5/25/99 - approved unanimously
lizata yes
conlin yes

6-1-99 Full Council: Passed 8-0
(Excused: McIver)

This file is complete and ready for presentation to Full Council. Committee: _____

(initial/date)

g. Nardone 5-10-99

Law Dept. Review

Department

OMP
Review

City Clerk
Review

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ORDINANCE 119486

AN ORDINANCE relating to the Strategic Planning Office; authorizing execution of an Interlocal Agreement with King County for the receipt of funds for compliance with requirement of RCW 36.70A.215 to assess development capacity within the Urban Growth Area in King County; increasing an expenditure allowance in the 1999 Budget of the Executive Department's Strategic Planning Office; and by three-fourths vote of the City Council, making a reimbursable appropriation from the Supplemental Appropriation Account of the Emergency Subfund.

WHEREAS, the State of Washington Department of Community, Trade and Economic Development allocated funds to jurisdictions in King County to assist cities and county government in meeting the Buildable Lands Program required under RCW 36.70A.215 (part of the Growth Management Act); and

WHEREAS, by interlocal agreement which Seattle executed pursuant to Ordinance 116080, jurisdictions in King County formed the Growth Management Planning Council of King County (GMPC) to develop, adopt, and monitor county-wide planning policies; and

WHEREAS, the GMPC (with representatives from The City of Seattle, King County, and suburban jurisdictions) approved the funding distribution formula and the work program for 1999; and

WHEREAS, the State of Washington Department of Community, Trade and Economic Development allocated approximately \$268,467 to jurisdictions in King County subject to a work program and funding distribution formula; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute, for and on behalf of The City of Seattle, an Interlocal Agreement with King County substantially in the form of Attachment A to this ordinance to carry out Seattle's responsibilities under the annual regional work program approved by the GMPC.

Section 2. To pay for the work to be undertaken under the agreement authorized in Section 1 hereof, the expenditure allowance in the 1999 budget of the Executive Department, Strategic Planning Office, is increased by the appropriation, hereby made and authorized, of the sum of Eighty-six Thousand Nine Hundred Eighty Dollars (\$86,980.00) from the Supplemental Appropriation Account of the Emergency Subfund of the General Fund as follows:

Department	Program Category	Amount
Executive, Strategic Planning Office	SPOX8M15	\$86,980.00

The Supplemental Appropriation Account of the Emergency Subfund of the General Fund shall be reimbursed by funds received from King County pursuant to the agreement authorized by Section 1, hereof.

Section 3. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 4. The foregoing appropriation is made to meet actual necessary expenditures of the City for which no appropriation has been made due to causes which could not reasonably have been foreseen at the time of the adoption of the 1999 Budget; Now, Therefore, in accordance with RCW 35.32A.060, by reason of the facts above stated, this ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by a three-fourths (3/4's) vote of all of the members of the City Council the 12th day of June, 1999, and signed by me in open session in authentication of its passage this 1st day of June, 1999.

Steve Arnold
President of the City Council

Approved by me this 4th day of June, 1999.

Kathy Schuch
Mayor

Filed by me this 6 day of June, 1999.

Justin E. Pugh
City Clerk

(Seal)

1
2
3 **AN INTERLOCAL COOPERATION AGREEMENT FOR THE DISTRIBUTION AND**
4 **ADMINISTRATION OF CERTAIN WASHINGTON DEPARTMENT OF COMMUNITY,**
5 **TRADE AND ECONOMIC DEVELOPMENT GRANT FUNDS UNDER THE STATE OF**
6 **WASHINGTON GROWTH MANAGEMENT ACT, RCW CH. 36.70A**

7
8 THIS AGREEMENT, signed this 4th day of October,
9 1999 by and between The City of Seattle ("the Municipal Jurisdiction") and King County.

10
11 WHEREAS, the Washington State Legislature enacted RCW Ch. 36.70A, hereinafter referred to
12 as "the Act," which requires King County to adopt countywide planning policies in cooperation with
13 cities within King County; and

14
15 WHEREAS, by Interlocal Agreement, King County and the cities in King County established the
16 Growth Management Planning Council (GMPC) representing King County, The City of Seattle, and
17 other cities within King County to develop and adopt Countywide planning policies pursuant to RCW
18 36.70A.210; and

19
20 WHEREAS, the State of Washington through the adoption of the Act and its administration by
21 the Department of Community, Trade and Economic Development ("CTED"), will make funds available
22 for expenditure by local jurisdictions to carry out the purposes of the Act; and

23
24 WHEREAS, the Act directs CTED to establish funding levels for planning and technical
assistance grants for counties and cities that plan under this Act for the purpose of compliance with
RCW Ch. 36.70A; 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 for that purpose since that time; and

WHEREAS, the GMPC recommends that CTED grant funds be distributed to the jurisdictions in
King County according to a formula agreed to by the GMPC members; and

WHEREAS, the parties hereto enter into this Agreement pursuant to and in accordance with the
State Interlocal Cooperation Act, RCW Ch. 39.34, for the purpose of distributing and administering
CTED funds and for performing 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:

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I. GENERAL AGREEMENT

King County and the Municipal Jurisdiction agree to comply with the provisions of the regional work program as agreed by CTED and the GMPC 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 Ch. 36.70A.

II. ENTITLEMENT

The purpose of this Agreement is to authorize the payment of funds to the Municipal Jurisdiction for implementing the Regional Work Program. By entering this Agreement the Municipal Jurisdiction is eligible to receive the amount specified for it by the GMPC annual distribution formula.

Each year, upon notification by CTED that additional GMA Grant funds are available to the County and its cities, the distribution formula may be recalculated with the cooperation of the County and its cities. The Municipal Jurisdiction will be notified in writing of the amount to be received by the Municipal Jurisdiction according to the latest GMPC formula recalculation.

III. 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 adopted by the GMPC.
- B. The Municipal Jurisdiction agrees to conduct the appropriate citizen participation activities as required by the Act. 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.

IV. ROLE OF THE GROWTH MANAGEMENT PLANNING COUNCIL

The parties agree that the 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 that describes accomplishments of the Regional Work Program.

V. RESPONSIBILITIES AND POWERS OF THE MUNICIPAL JURISDICTION

The Municipal Jurisdiction shall have the following responsibilities and powers:

- A. The Municipal Jurisdiction shall prepare and submit through the GMPC to King County for transmittal to CTED a progress report describing the accomplishments of the Municipal Jurisdiction with respect to the Regional Work Program.

- 1 B. The Municipal Jurisdiction shall send representatives to participate actively in technical
2 forums for the purpose of accomplishing the Regional Work Program.
- 3 C. The Municipal Jurisdiction undertaking activities and/or projects with CTED funds
4 distributed under this Agreement retains full civil and criminal liability as though these
5 funds were locally generated.
- 6 D. The Municipal Jurisdiction shall fully comply with the State Environmental Policy Act in
7 connection with any project that has been funded pursuant to this Agreement.
- 8 E. The Municipal Jurisdiction shall exercise its discretion in determining the use of its pass-
9 through funds in a manner consistent with the Act and the Regional Work Program
10 including the Municipal Jurisdiction's local policies.
- 11 F. The Municipal Jurisdiction shall maintain accounts and records, including personnel,
12 property, financial, and programmatic records, and other such records to ensure proper
13 accounting for all project funds and compliance with this Agreement. All such records
14 shall sufficiently and properly reflect all direct and indirect costs of any nature expended
15 and services provided in the performance of this Agreement. These records shall be
16 maintained as required by law.

17 VI. RESPONSIBILITIES AND POWERS OF KING COUNTY

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

- 19 A. Prepare and present to CTED the periodic progress report regarding the implementation
20 of the Regional Work Program as required by CTED pursuant to the Act
- 21 B. Prepare reports, organize meetings and technical forums/work groups as needed for the
22 GMPC to assist in the implementation of the Regional Work Program.
- 23 C. Distribute to the Municipal Jurisdiction the share of funds to which the Municipal
24 Jurisdiction is entitled according to Section II hereof, within thirty (30) days after the
County's receipt of such funds from CTED.

VII. GENERAL TERMS

- A. Funds distribution 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 any such
amendment shall be effective only when the parties have executed a written amendment
to this Agreement.

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1 VIII. EVALUATION AND MONITORING

- 2 A. The records and documents with respect to all matters covered by this Agreement during
3 each annual grant period shall be subject to inspection, review, or audit by King County
4 as authorized or as requested by CTED during the applicable records retention period
5 specified by or pursuant to law.
- 6 B. The Municipal Jurisdiction agrees to cooperate with any monitoring or evaluation
7 activities conducted by King County that pertain to the subject of this Agreement. The
8 Municipal Jurisdiction agrees to allow King County, CTED, the State Auditor, and/or any
9 of their employees, agents, or representatives to have full access to and the right to
10 examine during normal business hours and as often as King County, CTED or the State
11 Auditor may deem necessary, all of the Municipal Jurisdiction's records with respect to
12 all matters covered by this Agreement. Any of the employees, agents, or representatives
13 of King County, CTED or the State Auditor shall be permitted to audit, examine, and
14 make excerpts or transcripts from such records and to make audits of all invoices,
15 materials, payrolls, and record of matters covered by this Agreement. King County will
16 give advance notice to the Municipal Jurisdiction in the case of fiscal audits to be
17 conducted.
- 18 C. The results and records of said evaluation shall be maintained and disclosed in
19 accordance with RCW Chapter 42.17.

20 IX. HOLD HARMLESS

- 21 A. Except for the King County obligation under Section VI.C hereof, King County assumes
22 no responsibility for the payment of any compensation, wages, benefits, or taxes to or on
23 behalf of the Municipal Jurisdiction, its employees, or others by reason of this
24 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, or any
of its officers, employees, agents, or representa-tives. This duty to repay King County
shall not be diminished or extinguished by the prior termination of this Agreement
pursuant to Section VII, Section X or Section XI.
- 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 any negligent act or omission of the Municipal Jurisdiction, or any of its officers,

employees, or agents with respect to this Agreement or its implementation by the Municipal Jurisdiction.

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 any negligent act or omission of King County, or any of its officers, employees, or agents with respect to this Agreement or its implementation by King County.

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 that may arise from, or in connection with the performance of work hereunder by the Municipal Jurisdiction, or any of its agents, representatives, or employees. If the Municipal Jurisdiction is self-insured for this requirement, a certification of self-insurance shall constitute compliance with this section.

X. TERMINATION

- A. 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, then King County may terminate this Agreement by giving twenty (20) days' prior written notice of such termination 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 accordance with state regulations and the distribution formula agreed to by the GMPC, or returned to CTED.
- B. 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 any of the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

XI. 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, subject to the notice requirements of Section X hereof, King County may unilaterally terminate all or part of this Agreement, or King County

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1 and the Municipal Jurisdiction may reduce their respective scopes of work or budgets under this
2 Agreement.

3 XII. SEVERABILITY

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

8 XIII. RECAPTURE PROVISION

9 A. In the event that CTED elects to recapture funds from either King County or the
10 Municipal Jurisdiction for failure to expend grant funds in accordance with state law
11 and/or the provisions of this Agreement, King County reserves the right to recapture such
12 funds on behalf of CTED in an amount equivalent to the extent of noncompliance by the
13 Municipal Jurisdiction.

14 B. Such right of recapture shall exist for a period not to exceed three (3) years following
15 termination of this Agreement. Repayment by the Municipal Jurisdiction of such funds
16 under this recapture provision shall occur within thirty (30) days after a final
17 determination that such funds must be repaid. Funds recaptured by King County shall be
18 returned to CTED. In the event that King County is required to institute legal
19 proceedings to enforce the recapture provision, or is required to participate in legal
20 proceedings as a result of the Municipal Jurisdiction's noncompliance with the provisions
21 of this Agreement, or is required to reimburse the State of Washington for the cost of
22 legal proceedings, and King County is the prevailing party in such proceedings, then
23 King County shall be entitled to reimbursement of its costs from the Municipal
24 Jurisdiction, including reasonable attorney's fees. In the event King County is not the
prevailing party in such proceedings, King County shall reimburse the costs incurred by
the Municipal Jurisdiction in connection with such proceedings including but not limited
to its attorneys' fees and costs, which fees shall be computed on the basis of those of a
private attorney in downtown Seattle who practices in a firm having as many attorneys as
are employed in the Seattle City Attorney's Office, and who has experience comparable to
the City's attorney.

19 XIV. NONDISCRIMINATION

20 There shall be no discrimination against any employee or independent contractor paid by any
21 funds which are the subject of this Agreement or against any applicant for such employment
22 because of race, religion, color, sex, age, sexual orientation, handicap, or national origin. This
23 provision shall include, but not be limited to the following: employment, upgrading, demotion,
24 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 that are the subject of
this Agreement shall comply with the requirements of Section 504 of the Rehabilitation Act of

1 1973, as amended in connection with any project that has been funded pursuant to this
2 Agreement.

3 XV. RIGHTS OF OTHER PARTIES

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

6 XVI. GOVERNING LAW AND FILING

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

12 XVII. ADMINISTRATION

13 A. King County's representative shall be: ETHEL RAMP, Director

14 Address: Office of Regional Policy and Planning
15 516 Third Ave., Rm 420, Seattle, WA 98104
16 Phone: 206.296.4044

17 B. The City of Seattle's representative shall be:

18 ELSIE G. CROSSMAN, STRATEGIC PLANNING OFFICE
19 Address: 600 Fourth Avenue, Room 300
20 SEATTLE WA 98104-1826
21 Phone: (206) 484-8364

22 XVIII. ENTIRE AGREEMENT/WAIVER OF DEFAULT

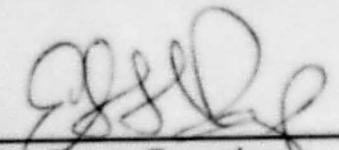
23 The parties agree that this Agreement is the complete expression of the terms hereto and any oral
24 representations or understandings not incorporated herein are excluded. Both parties recognize
that time is of the essence in the performance of the provisions of this Agreement. Waiver of any
default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any
provision of the Agreement shall not be deemed to be waiver of any other or subsequent breach

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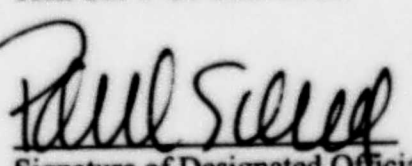
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and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by King County, which shall be attached to the original Agreement.

KING COUNTY, WASHINGTON

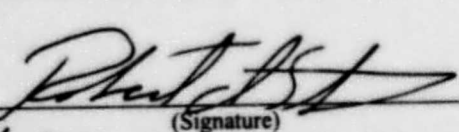

King County Executive

THE CITY OF SEATTLE


Signature of Designated Official

MAYOR
Official Title

APPROVED AS TO FORM ONLY:


(Signature)
King County Prosecuting Attorney

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**AN INTERLOCAL AGREEMENT FOR THE IMPLEMENTATION OF A
DEMONSTRATION PROJECT TO TRANSFER DEVELOPMENT RIGHTS
FROM RURAL UNINCORPORATED KING COUNTY TO THE DENNY
TRIANGLE IN DOWNTOWN SEATTLE**

This Agreement is hereby entered into by King County, a home rule charter county of the State of Washington, herein after referred as the "County," and The City of Seattle, a municipal corporation of the State of Washington, herein referred to as the "City."

RECITALS

WHEREAS, the Washington State Growth Management Act (GMA), RCW 36.70A, directs development to urban areas discourages inappropriate conversion of undeveloped rural land into sprawling, low-density development, and encourages the conservation of productive forest lands and productive agricultural lands; and

WHEREAS, the GMA requires counties to adopt county-wide planning policies in cooperation with cities within the County; and

WHEREAS, by Interlocal Agreement, the County, Suburban Cities and the City, adopted and ratified the Countywide Planning Policies for King County; and

WHEREAS, the Countywide Planning Policies direct jurisdictions in the County to implement programs and regulations to protect and maintain the rural character of rural, farm and forest lands, and to direct growth to cities and urban centers; and

WHEREAS, the County has in Ordinance 13274 developed a transfer of development credit demonstration program which authorizes incorporated areas to receive development credits transferred from rural and agricultural production district unincorporated areas; and

WHEREAS, the rural and agricultural production district areas in the County are recognized as containing important countywide public benefits such as forestry, agricultural resources and salmon habitat; and

WHEREAS, consistent with the provisions of the Endangered Species Act the County and the City share a strong interest in the preservation of salmon habitat; and

WHEREAS, the City's Comprehensive Plan designates the Downtown area as one of five Urban Centers, meeting the criteria in the Countywide Planning Policies; and

WHEREAS, by Seattle Ordinance 119365 the City adopted a neighborhood plan for the Denny Triangle, which is an urban village in the Downtown Urban Center, and has adopted amendments to its Land Use Code permitting the use of development credits

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from rural King County to increase development capacity of sites in the Denny Triangle Urban Village under certain conditions; and

WHEREAS, the Denny Triangle Neighborhood plan calls for developing incentives for residential development, and to increase public amenities to improve the pedestrian, transit oriented pattern in the Denny Triangle; and

WHEREAS, the City and the County share an interest in creating an effective, cooperative development credit transfer system to achieve the goals of the GMA, the Countywide Planning Policies, the City and King County Comprehensive Plans, and the Denny Triangle Neighborhood Plan; and

WHEREAS, this shared interest is manifested through an ongoing partnership in which the City takes additional development to preserve rural land and the County invests in receiving area amenities; and

WHEREAS, the County and the City are authorized, pursuant to RCW 39.34 and Article 11 of the Washington State Constitution, to enter into an interlocal governmental cooperation agreement to accomplish these shared goals.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing circumstances, the County and the City herein agree:

I. PURPOSE

The County and the City agree to implement a program (hereafter the "Program") for the transfer of development credits only from rural and agricultural production district unincorporated areas of the County (hereafter referred to as "rural development credits"), as depicted in Exhibit A, to the Denny Triangle Urban Village in the City, as depicted in Exhibit B, according to the provisions described below.

II. RESPONSIBILITIES AND POWERS OF THE CITY OF SEATTLE

A. City Ordinances

The City has adopted Ordinances 119728 and 119729 to implement the Program, which Ordinances have, among other provisions:

1. designated the Denny Triangle Urban Village as a receiving area to which development credits from the rural unincorporated area may be transferred under this Program;

2. set the appropriate level of additional development that may be permitted on a receiving site for each development credit from a rural sending site;
3. established and modified development standards and provisions for public amenities;
4. established the Denny Triangle Amenity Credit Fund.

B. County Acknowledgment; Modifications

The County acknowledges that the provisions of such Ordinances are consistent with the intent and purposes of the Program. The City may modify the terms and conditions upon which development credits may be used.

C. Report

The City shall jointly with the County, publish every year a report as described in Part V below.

D. Comment on Deed Restrictions

The City may, within 90 days of approval of this agreement by both Councils, review and comment on the standard form of deed restrictions to be obtained by the County on sending sites in or adjacent to the Tolt or Cedar River Watershed Basins.

E. Priority Areas

The City may, jointly with the County, establish as a goal, priority areas for sending sites in rural King County.

F. Purchases

The City may consider the purchase of development credits within the Cedar River Watershed as part of the Habitat Conservation Plan implementation strategies.

G. Notification Process

The City, in consultation with the County, shall develop a process to notify the County when it has accepted the use of rural development credits in a specific project in the Denny Triangle Urban Village. For purposes of this Agreement, "acceptance" occurs at the earlier of (a) issuance by the City's Department of Design, Construction, and Land Use of the first building permit for a project using rural development credits; or (b) a developer's irrevocable commitment to use the rural development credits for a specific project.

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III. RESPONSIBILITIES AND POWERS OF KING COUNTY

A. Program Administration

The County shall adopt policies, regulations and administrative procedures to implement the Program, which shall promote and facilitate the purchase and sale of rural development credits. The County shall, at a minimum:

- 1) establish criteria and procedures for the certification of sending sites;
- 2) facilitate and promote certification of sites;
- 3) establish procedures to facilitate the sale of rural development credits;
- 4) seek sites within the Tolt and Cedar Watershed Basins as priority sites for purchase of development credits by the County's TDC Bank;
- 5) establish procedures to require, maintain and enforce deed restrictions on rural unincorporated sending sites from which development credits are bought, in order to prohibit those sites from being developed in violation of the deed restrictions;
- 6) make its best efforts to purchase TDCs from sending sites at the lowest price.

B. Program Evaluation

The County shall, jointly with the City, publish every year a report as described in Part V below.

C. Value of Credits

Within 90 days after this agreement is signed by both parties and proposed King County Ordinance 99-542 is adopted, the County shall make its best efforts to identify and appraise selected sending sites for potential TDC purchase, and provide the City representative price ranges of the value of rural development credits that the County has appraised and/or purchased.

D. Public Amenities

The County shall provide funds to the City for the development of public amenities to increase pedestrian activity, transit use and residential character in the Denny Triangle Urban Village while the TDC Program is effective, according to the provisions in Section IV, Public Amenities Investment, below.

IV. PUBLIC AMENITIES INVESTMENT

A. Initial Investment

Consistent with adopted County appropriations and statutory restrictions, the County shall provide funds as an initial investment in the amount of up to \$500,000 to the City for the planning and development of public amenities in the

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form of capital improvements to mitigate a portion of the impacts associated with transferred density and to encourage increased density. The \$500,000 will be disbursed according to Section E below. It is understood that County funding as specified herein will not be adequate to mitigate all such impacts, and that therefore the City's development regulations require mitigation in the form of amenities or contributions to amenities from developers using development credits. After a total of 25 rural development credits have been accepted for use in the Denny Triangle, the level of additional County amenity funding above the \$500,000 authorized, shall be determined by the County in cooperation with the City based on the number and cost of rural development credits accepted for use in permitted projects inside the Denny Triangle Urban Village. Future amenity funding from the County above the \$500,000 authorized in this agreement shall be contingent on appropriations adopted by the Metropolitan King County Council.

B. Eligible Amenities.

The City must spend funds provided by the County for the development of amenities only on the following amenities, provided that City expenditures shall be consistent with statutory restrictions of County funding:

- 1) planning and development of designated Green Streets;
- 2) sidewalk widening, pedestrian and street improvements;
- 3) transit facilities, incentives to use transit, and improved transit service for residents;
- 4) parks, open space acquisition or improvements, gardens, gateways, and recreational and community facilities;
- 5) drainage improvements; and
- 6) public art and street furniture.

C. County Fund Sources; Contracting

The sources of County funding for the initial \$500,000 are authorized in the 1999 Budget, Ordinance 13340, in CIP Projects #RDCW17, Agreement With Other Agencies, and #A00473, Smart Growth Amenities. The initial \$500,000 of King County investment shall only be spent on the development of designated Green Streets and sidewalk widening, pedestrian, transit and street improvements, and the planning for these capital improvement projects. Unless otherwise required by statutory restrictions on County funds, City contracting procedures will be used for amenity projects.

D. Priority for other Funding

In addition to the provisions under subsection E below for public amenities, the County shall, while the TDC Program is in effect, consider granting priority to amenity projects within the Denny Triangle Urban Village and other TDC receiving areas to receive funding from Conservation Futures, Youth Sports

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Grants, Transportation Demand Management and other funds to increase amenities in the area.

E. Funding of Amenities

1. First \$100,000. The County shall provide \$100,000 to the City in 1999, or within 60 days after adoption of this agreement, whichever is later. The City shall use this money to prepare construction plans for the Terry Avenue and 9th Avenue Green Street projects, including cost estimates, design development and construction drawings, to obtain permits for these projects, and, if possible, to start construction on these projects. Prior to distribution of this amenity funding, the City must provide and the County must approve a concept plan and written scope of work describing the elements, estimated schedule, and estimated budget for the work to be accomplished with the funding. The City shall provide sufficient detailed scope and budget information consistent with standard engineering, public finance and auditing practices. The County shall not unreasonably withhold or delay approval of the concept plan and scope of work. Any disapproval by the County shall include a written statement of the grounds for disapproval and the changes deemed necessary by the County. The County shall approve or disapprove a concept plan and scope of work within sixty (60) days of its delivery to the County, or within twenty (20) working days of delivery to the County of revisions after any County disapproval.
2. Next \$400,000. The County shall provide the City the remaining \$400,000 once a minimum of 10 rural development credits have been accepted by the City for use in specific permitted project(s) inside the Denny Triangle Urban Village. These funds shall be used by the City solely for construction of portions of the Terry Avenue and/or 9th Avenue Green Streets, and funding of items described in subsection 1 above. Items identified in a concept plan and scope of work approved by the County under subsection 1 above shall not require any further County approval. Prior to distribution of any of the \$400,000 for any other items, the City must provide and the County must agree to a further concept plan and written scope of work describing the elements, estimated schedule, and estimated budget for the work to be accomplished with the funding. The City shall provide sufficient detailed scope and budget information consistent with standard engineering, public finance and auditing practices. The County shall not unreasonably withhold or delay approval of the concept plan and scope of work. Any disapproval by the County shall include a written statement of the grounds for disapproval and the changes deemed necessary by the County. The County shall approve or disapprove a concept plan and scope of work within sixty (60) days of its delivery to the County, or within twenty (20) working days of delivery to the County of revisions made after any County disapproval. The County shall disburse funds under this subsection 2 within thirty (30) days after the City

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3. Reports. The City shall report to the County within thirty (30) days after the end of each calendar quarter the number of credits that have been accepted by the City for projects in the Denny Triangle Urban Village, and shall identify the specific projects involved.
4. Future Amenity Funding. Once a total of 25 rural development credits have been accepted for use in the Denny Triangle and subject to available budget authority, the County through the King County Executive, and the City through the Mayor of Seattle, will negotiate in good faith to determine the amount of future amenity funds to be provided by the County to the City. In negotiating this issue, the County will seek to provide to the City additional amenity funds in amounts based on the number and approximate value of rural development credits accepted for use inside the Denny Triangle Urban Village. Future amenity funding from the County above the \$500,000 authorized in this agreement shall be contingent on appropriations adopted by the Metropolitan King County Council.
5. Use of Future Amenity Funding.
 - a. Additional funds provided under subsection 4 above shall be expended by the City only for amenities mutually approved by the City and County. The County shall not unreasonably withhold approval of amenities consistent with County statutory restrictions and the City's Comprehensive Plan and the Denny Triangle Neighborhood Plan.
 - b. Prior to distribution of any future amenity funding, the City must provide and the County must approve a concept plan and written scope of work describing the elements, estimated schedule, and estimated budget for the work to be accomplished with the funding. The City shall provide sufficient detailed scope and budget information consistent with standard engineering, public finance and auditing practices. The County shall not unreasonably withhold or delay approval of the concept plan and scope of work. Any disapproval by the County shall include a written statement of the grounds for disapproval and the changes deemed necessary by the County. The County shall approve or disapprove a concept plan and scope of work within sixty (60) days of its delivery to the County, or within twenty (20) working days of delivery to the County of revisions after any County disapproval.

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F. Re-use of Convention Place Transit Station

1. The County agrees to include the City, Sound Transit and the Denny Triangle Neighborhood businesses and residents in the development of a coordinated and collaborative process to create a financially feasible pedestrian and transit supportive, high quality design mixed use, public/private joint development project at Convention Place.
2. Development plans for the site shall include a publicly accessible urban plaza linking the station with designated Green Streets. Any future residential development at the Convention Place station authorized by the City should consider use of development credits from rural King County, subject to City development regulations then in effect.

G. Expenditure of Funds

Any project or activity for which funds for amenities are provided by the County to the City, or the portion thereof funded by the County, must be completed within five years of the receipt of the funds by the City. If any such project or activity is not completed within five years, then any funds provided for such project or activity by the County, not yet expended on costs of such project or activity, must be returned to the County with interest earned by the City and not yet expended for such costs.

H. Funding is Additional

County funding under this Agreement is in addition to any funding to be provided to the City, or for amenities, under any other agreement, commitment, or program.

V. EVALUATION AND MONITORING

A. Records

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by the City or County as requested by each jurisdiction during the applicable records retention period specified by or pursuant to law.

B. Joint Report

Jointly the City and County shall publish every year a report evaluating the progress of the Program. The County may use the yearly report to the County Council as part of this evaluation. The evaluation shall include at a minimum an analysis of the following factors:

- 1) the number of sites certified and number and value of credits bought and sold by the TDC Bank and private transactions;
- 2) the County's marketing efforts, ease or difficulty in certification of sites and/or purchasing or selling development credits;
- 3) the effect of deed restrictions in preserving the rural character of sending sites;
- 4) the value and types of amenities in the Denny Triangle Urban Village funded by the County, developers and the City;
- 5) the number of projects using the Program, number of units built, and number of credits used, the ease or difficulty in permitting projects using the Program; and
- 6) the status of the City's amenity fund balance, the status of County investment in amenities and types of improvements made or planned under the Program.

VI. DURATION

A. Duration

This Agreement shall become effective on the date it is signed by all parties and shall continue until July 30, 2005, unless earlier terminated as provided in subsection B below.

B. Termination

Either party may terminate this Agreement upon 180 days' written notice to the other if (1) the City's development regulations allowing the use of rural development credits, or the provisions of the County's development regulations allowing transfer of development credits to cities shall be repealed or held invalid by any court of competent jurisdiction in a final judgment no longer subject to appeal; or (2) the other party shall materially default in the performance of its obligations herein, and shall not cure such default within thirty (30) days' notice after such party's receipt of written notice thereof from the City or County, as the case may be. Any termination of this Agreement shall affect the use of rural development credits previously certified by the County for use in the Denny Triangle Urban Village only to the extent provided in City development regulations, as the same may be amended. Any termination of this Agreement shall not affect the City's or County's rights or duties with respect to funds previously provided by the County under the terms hereof, nor the City's right to receive County funds for which the City shall have satisfied all conditions to disbursement prior to termination.

C. Extension

Pursuant to a mutual written agreement between the parties, this Agreement may be extended for a maximum of three (3) years from the effective

date of the extension. To extend the Agreement, the City or the County shall make a written request to the other not less than sixty (60) days prior to the end of this Agreement. The request shall specify the proposed term of the extension. The parties must agree to the extension in writing by the termination date or the agreement will lapse.

VII. INDEMNIFICATION

A. County Negligence

The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved, and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

B. City Negligence

The City shall indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees or any of them, the City shall satisfy the same.

C. Concurrent Negligence

The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this section shall be valid

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and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

VIII. GENERAL TERMS

A. Administration

This Agreement shall be administered for the City by the Director of the Strategic Planning Office or his/her designee, and for the County by the Director of the Office of Regional Policy and Planning, or his/her designee.

B. Severability

If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected.

C. No Waiver

Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach, and shall not be construed to be a modification of this Agreement.

D. No Third Party Beneficiary

This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based upon any provision set forth herein.

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E. Entire Agreement

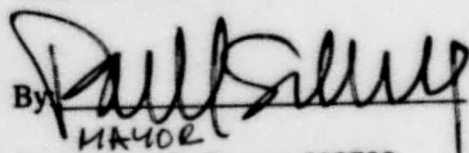
This Agreement is the complete expression of the terms hereof and any oral representation or understanding not incorporated herein is excluded. Any modifications to this Agreement shall be in writing and signed by both parties.

In witness whereof, the parties have executed this Agreement as of the 3 day of May, 2000.

KING COUNTY

By: 
COUNTY EXECUTIVE

THE CITY OF SEATTLE

By: 
MAYOR
Pursuant to Ordinance 119730

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Land Use
This map has been updated to be consistent with the 1998 Comprehensive Plan

Legend:

- Unincorporated
- Community
- Neighborhood
- Community
- Urban Plan
- Urban Residential
- Urban Residential
- Rural City
- Rural Town
- Rural Neighborhood
- Rural Residential
- Industrial
- Forestry
- Agriculture
- Mining
- Greenbelt
- King County
- Open Space
- Other Park
- Incorporated
- Municipality
- Urban Growth
- Area Boundary
- Forest Plan
- District Boundary
- Agriculture
- District Boundary

Source:
Development

* Distances shown on this map do not include density or density as a variable through planning and other factors.

This map is intended for planning purposes only and is not a guarantee.

King County




























1998 Comprehensive Plan
Chapter One, Plan Vision

The maps in the King County Comprehensive Plan and its technical appendices are produced with a computer geographic information system. They are reduced in size but available at a larger scale. For additional information about features depicted on this map or other plan maps please contact the appropriate agency listed on the information sheet located in the inside back pocket of the binder, or call the Growth Management helpline at (206) 296-8777.

◎ 附註：本報為便利讀者起見，特將本報地址及電話刊出，以便讀者來函或來電。本報地址：台北市中正區中正路一號。電話：(02) 2312-1234。

The maps in the King County Comprehensive Plan and its technical appendices are produced with a computer geographic information system. They are reduced in size but available at a larger scale. For additional information about features depicted on this map or other plan maps please contact the appropriate agency listed on the information sheet located in the inside back pocket of the binder, or call the Growth Management Hotline at (206) 296-8777.

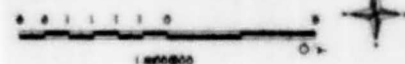
This map has been updated from the 1997 version and is consistent with the amendments adopted in 1998.

-  Unincorporated Activity Center
-  Community Business Center
-  Neighborhood Business Center
-  Commercial Outside Centers
-  Urban Plan Development
-  Urban Residential 1/20du/ac
-  Urban Residential 4-12du/ac
-  Urban Residential 1 du/ac
-  Rural: City Urban Growth Area
-  Rural: Town
-  Rural: Neighborhood
-  Rural Residential 1 du/2 5-10ac
-  Industrial
-  Forestry
-  Agriculture
-  Mining
-  Greenbelt/Urban Separator
-  City Country Divider
-  Open Space/Recreation
-  Other Parks/Wilderness
-  Incorporated City
-  Muckleshoot Reservation
-  Urban Growth Area Boundary
-  Forest Production
-  District Boundary
-  Agricultural Production
-  District Boundary

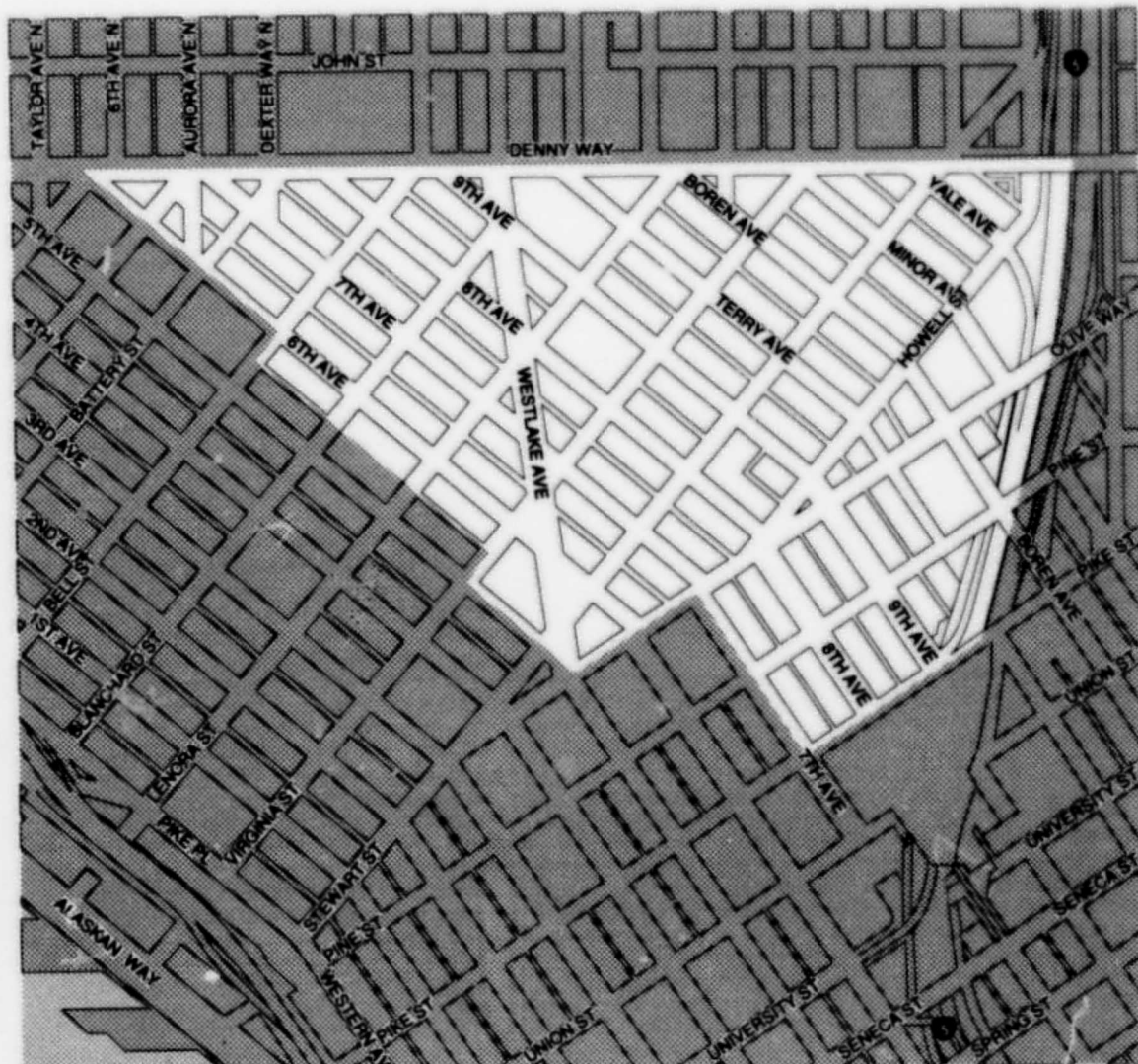
Source: King County Department of Development and Environmental Services

This map is intended for planning purposes only and is not guaranteed to show accurate requirements.

This map is intended for planning purposes only and is not guaranteed to show accurate measurements.

**King County**

0360-5310/00/0000-0000\$10.00/0



DENNY TRIANGLE **Exhibit B**

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All rights reserved. No warranties of any sort,
including accuracy, fitness or merchantability
accompany this product.



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**AN INTERLOCAL AGREEMENT FOR THE IMPLEMENTATION OF A
DEMONSTRATION PROJECT TO TRANSFER DEVELOPMENT RIGHTS
FROM RURAL UNINCORPORATED KING COUNTY TO THE DENNY
TRIANGLE IN DOWNTOWN SEATTLE**

This Agreement is hereby entered into by King County, a home rule charter county of the State of Washington, herein after referred as the "County," and The City of Seattle, a municipal corporation of the State of Washington, herein referred to as the "City."

RECITALS

WHEREAS, the Washington State Growth Management Act (GMA), RCW 36.70A, directs development to urban areas, discourages inappropriate conversion of undeveloped rural land into sprawling, low-density development, and encourages the conservation of productive forest lands and productive agricultural lands; and

WHEREAS, the GMA requires counties to adopt county-wide planning policies in cooperation with cities within the County; and

WHEREAS, by Interlocal Agreement, the County, Suburban Cities and the City, adopted and ratified the Countywide Planning Policies for King County; and

WHEREAS, the Countywide Planning Policies direct jurisdictions in the County to implement programs and regulations to protect and maintain the rural character of rural, farm and forest lands, and to direct growth to cities and urban centers; and

WHEREAS, the County has in Ordinance 13274 developed a transfer of development credit demonstration program which authorizes incorporated areas to receive development credits transferred from rural and agricultural production district unincorporated areas; and

WHEREAS, the rural and agricultural production district areas in the County are recognized as containing important countywide public benefits such as forestry, agricultural resources and salmon habitat; and

WHEREAS, consistent with the provisions of the Endangered Species Act the County and the City share a strong interest in the preservation of salmon habitat; and

WHEREAS, the City's Comprehensive Plan designates the Downtown area as one of five Urban Centers, meeting the criteria in the Countywide Planning Policies; and

WHEREAS, by Seattle Ordinance 119365 the City adopted a neighborhood plan for the Denny Triangle, which is an urban village in the Downtown Urban Center, and has adopted amendments to its Land Use Code permitting the use of development credits

from rural King County to increase development capacity of sites in the Denny Triangle Urban Village under certain conditions; and

WHEREAS, the Denny Triangle Neighborhood plan calls for developing incentives for residential development, and to increase public amenities to improve the pedestrian, transit oriented pattern in the Denny Triangle; and

WHEREAS, the City and the County share an interest in creating an effective, cooperative development credit transfer system to achieve the goals of the GMA, the Countywide Planning Policies, the City and King County Comprehensive Plans, and the Denny Triangle Neighborhood Plan; and

WHEREAS, this shared interest is manifested through an ongoing partnership in which the City takes additional development to preserve rural land and the County invests in receiving area amenities; and

WHEREAS, the County and the City are authorized, pursuant to RCW 39.34 and Article 11 of the Washington State Constitution, to enter into an interlocal governmental cooperation agreement to accomplish these shared goals.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing circumstances, the County and the City herein agree:

I. PURPOSE

The County and the City agree to implement a program (hereafter the "Program") for the transfer of development credits only from rural and agricultural production district unincorporated areas of the County (hereafter referred to as "rural development credits"), as depicted in Exhibit A, to the Denny Triangle Urban Village in the City, as depicted in Exhibit B, according to the provisions described below.

II. RESPONSIBILITIES AND POWERS OF THE CITY OF SEATTLE

A. City Ordinances

The City has adopted Ordinances _____ and _____ to implement the Program, which Ordinances have, among other provisions:

1. designated the Denny Triangle Urban Village as a receiving area to which development credits from the rural unincorporated area may be transferred under this Program;

2. set the appropriate level of additional development that may be permitted on a receiving site for each development credit from a rural sending site;
3. established and modified development standards and provisions for public amenities;
4. established the Denny Triangle Amenity Credit Fund.

B. County Acknowledgment; Modifications

The County acknowledges that the provisions of such Ordinances are consistent with the intent and purposes of the Program. The City may modify the terms and conditions upon which development credits may be used.

C. Report

The City shall jointly with the County, publish every year a report as described in Part V below.

D. Comment on Deed Restrictions

The City may, within 90 days of approval of this agreement by both Councils, review and comment on the standard form of deed restrictions to be obtained by the County on sending sites in or adjacent to the Tolt or Cedar River Watershed Basins.

E. Priority Areas

The City may, jointly with the County, establish as a goal, priority areas for sending sites in rural King County.

F. Purchases

The City may consider the purchase of development credits within the Cedar River Watershed as part of the Habitat Conservation Plan implementation strategies.

G. Notification Process

The City, in consultation with the County, shall develop a process to notify the County when it has accepted the use of rural development credits in a specific project in the Denny Triangle Urban Village. For purposes of this Agreement, "acceptance" occurs at the earlier of (a) issuance by the City's Department of Design, Construction, and Land Use of the first building permit for a project using rural development credits; or (b) a developer's irrevocable commitment to use the rural development credits for a specific project.

III. RESPONSIBILITIES AND POWERS OF KING COUNTY

A. Program Administration

The County shall adopt policies, regulations and administrative procedures to implement the Program, which shall promote and facilitate the purchase and sale of rural development credits. The County shall, at a minimum:

- 1) establish criteria and procedures for the certification of sending sites;
- 2) facilitate and promote certification of sites;
- 3) establish procedures to facilitate the sale of rural development credits;
- 4) seek sites within the Tolt and Cedar Watershed Basins as priority sites for purchase of development credits by the County's TDC Bank;
- 5) establish procedures to require, maintain and enforce deed restrictions on rural unincorporated sending sites from which development credits are bought, in order to prohibit those sites from being developed in violation of the deed restrictions;
- 6) make its best efforts to purchase TDCs from sending sites at the lowest price.

B. Program Evaluation

The County shall, jointly with the City, publish every year a report as described in Part V below.

C. Value of Credits

Within 90 days after this agreement is signed by both parties and proposed King County Ordinance 99-542 is adopted, the County shall make its best efforts to identify and appraise selected sending sites for potential TDC purchase, and provide the City representative price ranges of the value of rural development credits that the County has appraised and/or purchased.

D. Public Amenities

The County shall provide funds to the City for the development of public amenities to increase pedestrian activity, transit use and residential character in the Denny Triangle Urban Village while the TDC Program is effective, according to the provisions in Section IV, Public Amenities Investment, below.

IV. PUBLIC AMENITIES INVESTMENT

A. Initial Investment

Consistent with adopted County appropriations and statutory restrictions, the County shall provide funds as an initial investment in the amount of up to \$500,000 to the City for the planning and development of public amenities in the

form of capital improvements to mitigate a portion of the impacts associated with transferred density and to encourage increased density. The \$500,000 will be disbursed according to Section E below. It is understood that County funding as specified herein will not be adequate to mitigate all such impacts, and that therefore the City's development regulations require mitigation in the form of amenities or contributions to amenities from developers using development credits. After a total of 25 rural development credits have been accepted for use in the Denny Triangle, the level of additional County amenity funding above the \$500,000 authorized, shall be determined by the County in cooperation with the City based on the number and cost of rural development credits accepted for use in permitted projects inside the Denny Triangle Urban Village. Future amenity funding from the County above the \$500,000 authorized in this agreement shall be contingent on appropriations adopted by the Metropolitan King County Council.

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The City must spend funds provided by the County for the development of amenities only on the following amenities, provided that City expenditures shall be consistent with statutory restrictions of County funding:

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C. County Fund Sources; Contracting

The sources of County funding for the initial \$500,000 are authorized in the 1999 Budget, Ordinance 13340, in CIP Projects #RDCW17, Agreement With Other Agencies, and #A00473, Smart Growth Amenities. The initial \$500,000 of King County investment shall only be spent on the development of designated Green Streets and sidewalk widening, pedestrian, transit and street improvements, and the planning for these capital improvement projects. Unless otherwise required by statutory restrictions on County funds, City contracting procedures will be used for amenity projects.

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In addition to the provisions under subsection E below for public amenities, the County shall, while the TDC Program is in effect, consider granting priority to amenity projects within the Denny Triangle Urban Village and other TDC receiving areas to receive funding from Conservation Futures, Youth Sports

Grants, Transportation Demand Management and other funds to increase amenities in the area.

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5. Use of Future Amenity Funding.
 - a. Additional funds provided under subsection 4 above shall be expended by the City only for amenities mutually approved by the City and County. The County shall not unreasonably withhold approval of amenities consistent with County statutory restrictions and the City's Comprehensive Plan and the Denny Triangle Neighborhood Plan.
 - b. Prior to distribution of any future amenity funding, the City must provide and the County must approve a concept plan and written scope of work describing the elements, estimated schedule, and estimated budget for the work to be accomplished with the funding. The City shall provide sufficient detailed scope and budget information consistent with standard engineering, public finance and auditing practices. The County shall not unreasonably withhold or delay approval of the concept plan and scope of work. Any disapproval by the County shall include a written statement of the grounds for disapproval and the changes deemed necessary by the County. The County shall approve or disapprove a concept plan and scope of work within sixty (60) days of its delivery to the County, or within twenty (20) working days of delivery to the County of revisions after any County disapproval.

F. Re-use of Convention Place Transit Station

1. The County agrees to include the City, Sound Transit and the Denny Triangle Neighborhood businesses and residents in the development of a coordinated and collaborative process to create a financially feasible pedestrian and transit supportive, high quality design mixed use, public/private joint development project at Convention Place.
2. Development plans for the site shall include a publicly accessible urban plaza linking the station with designated Green Streets. Any future residential development at the Convention Place station authorized by the City should consider use of development credits from rural King County, subject to City development regulations then in effect.

G. Expenditure of Funds

Any project or activity for which funds for amenities are provided by the County to the City, or the portion thereof funded by the County, must be completed within five years of the receipt of the funds by the City. If any such project or activity is not completed within five years, then any funds provided for such project or activity by the County, not yet expended on costs of such project or activity, must be returned to the County with interest earned by the City and not yet expended for such costs.

H. Funding is Additional

County funding under this Agreement is in addition to any funding to be provided to the City, or for amenities, under any other agreement, commitment, or program.

V. EVALUATION AND MONITORING

A. Records

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by the City or County as requested by each jurisdiction during the applicable records retention period specified by or pursuant to law.

B. Joint Report

Jointly the City and County shall publish every year a report evaluating the progress of the Program. The County may use the yearly report to the County Council as part of this evaluation. The evaluation shall include at a minimum an analysis of the following factors:

- 1) the number of sites certified and number and value of credits bought and sold by the TDC Bank and private transactions;
- 2) the County's marketing efforts, ease or difficulty in certification of sites and/or purchasing or selling development credits;
- 3) the effect of deed restrictions in preserving the rural character of sending sites;
- 4) the value and types of amenities in the Denny Triangle Urban Village funded by the County, developers and the City;
- 5) the number of projects using the Program, number of units built, and number of credits used, the ease or difficulty in permitting projects using the Program; and
- 6) the status of the City's amenity fund balance, the status of County investment in amenities and types of improvements made or planned under the Program.

VI. DURATION

A. Duration

This Agreement shall become effective on the date it is signed by all parties and shall continue until July 30, 2005, unless earlier terminated as provided in subsection B below.

B. Termination

Either party may terminate this Agreement upon 180 days' written notice to the other if (1) the City's development regulations allowing the use of rural development credits, or the provisions of the County's development regulations allowing transfer of development credits to cities shall be repealed or held invalid by any court of competent jurisdiction in a final judgment no longer subject to appeal; or (2) the other party shall materially default in the performance of its obligations herein, and shall not cure such default within thirty (30) days' notice after such party's receipt of written notice thereof from the City or County, as the case may be. Any termination of this Agreement shall affect the use of rural development credits previously certified by the County for use in the Denny Triangle Urban Village only to the extent provided in City development regulations, as the same may be amended. Any termination of this Agreement shall not affect the City's or County's rights or duties with respect to funds previously provided by the County under the terms hereof, nor the City's right to receive County funds for which the City shall have satisfied all conditions to disbursement prior to termination.

C. Extension

Pursuant to a mutual written agreement between the parties, this Agreement may be extended for a maximum of three (3) years from the effective

date of the extension. To extend the Agreement, the City or the County shall make a written request to the other not less than sixty (60) days prior to the end of this Agreement. The request shall specify the proposed term of the extension. The parties must agree to the extension in writing by the termination date or the agreement will lapse.

VII. INDEMNIFICATION

A. County Negligence

The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved, and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

B. City Negligence

The City shall indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees or any of them, the City shall satisfy the same.

C. Concurrent Negligence

The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this section shall be valid

and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

VIII. GENERAL TERMS

A. Administration

This Agreement shall be administered for the City by the Director of the Strategic Planning Office or his/her designee, and for the County by the Director of the Office of Regional Policy and Planning, or his/her designee.

B. Severability

If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected.

C. No Waiver

Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach, and shall not be construed to be a modification of this Agreement.

D. No Third Party Beneficiary

This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based upon any provision set forth herein.

E. Entire Agreement

This Agreement is the complete expression of the terms hereof and any oral representation or understanding not incorporated herein is excluded. Any modifications to this Agreement shall be in writing and signed by both parties.

In witness whereof, the parties have executed this Agreement as of the ____ day of _____, 1999.

KING COUNTY

By: _____

THE CITY OF SEATTLE

TDC Program Interlocal Agreement, v211

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
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By: _____

Pursuant to Ordinance _____

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Fiscal Note

Each piece of legislation that is financial in nature will be accompanied by a fiscal note. The fiscal note should be drafted by department staff and will identify operating, capital, revenue, and FTE impacts of the legislation.

Department: Executive; Strategic Planning Office	Contact Person/Phone: Elsie G. Crossman 4- 8364	CBO Analyst/Phone: Cameron Keyes 4-8048
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Legislation Title:

AN ORDINANCE relating to the Strategic Planning Office; authorizing execution of an Interlocal Agreement with King County for the receipt of funds for compliance with requirement of RCW 36.70A.215 to assess development capacity within the Urban Growth Area in King County; increasing an expenditure allowance in the 1999 Budget of the Executive Department's Strategic Planning Office; and by three-fourths vote of the City Council, making a reimbursable appropriation from the Supplemental Appropriation Account of the Emergency Subfund.

Summary of the Legislation: The ordinance would authorize the Mayor to sign an Interlocal agreement with King County to receive Growth Management Act (GMA) funds to assist jurisdictions in meeting GMA monitoring requirements, and increase SPO's 1999 budget by \$86,980 to allow SPO to receive the GMA grant funds.

Background (Include justification for the legislation and funding history, if applicable):

GMA grants to assist jurisdictions to comply with the Act have been approved since 1990. In the last two years, the State approved funding to comply with GMA's Buildable Lands requirements which were established in 1997. The allocation of funds in King County is made through the Growth Management Planning Council GMPC (Seattle is a member) which establishes the funding formula and approves the work program. King County is the fiscal agent for the State. The grants are available late in the year following the State fiscal year calendar, so the receipt of funds does not follow Seattle's regular budget schedule.

Sustainability Issues (related to grant awards): The grant supports efforts that required by law. SPO uses the grant to fund temporary staff to assist with data gathering and analysis, publish materials and hire consultants if needed. SPO also uses the funds to work with DCLU to streamline the permit data entry so that data gathering is simplified in the future. No permanent positions are dependent on grant availability.

Estimated Expenditure Impacts:

FUND	1998	1999	2000
GMA*	\$67,117	\$86,980	0
TOTAL	\$67,117	\$86,980	0

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One-time \$ _____

On-going \$ _____

Estimated Revenue Impacts:

FUND	1998	1999	2000
GMA*	\$ 67,117	\$ 86,980	0
TOTAL	\$ 67,117	\$ 86,980	0

One-time \$ _____

On-going \$ _____

*This ordinance only affects 1999 budget; there may be additional funds next year, if GMA grant funds are approved in the 1999-2000 State budget. The allocation to King County and its cities will not be known until late this year or early in 2000.

Estimated FTE Impacts:

FUND	1998	1999	2000
GMA	.5 TES	.5 TES	.5 TES
TOTAL			

Full Time _____

Part Time _____

TES .5FTE

Do positions sunset in the future? If so, when?

N/A

Other Issues (including long-term implications of the legislation):

The buildable lands requirements in GMA are ongoing task that the City has to prepare to comply with the Act and to monitor Seattle's Comprehensive Plan, and as such SPO would include this effort as part of the regular work program. Grants supports these efforts, and the City advocates for State assistance with such mandates.

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SCOPE OF WORK FOR FY1998-99

CTED Contract: 888-160-003
King County Buildable Lands Program

The Department of Community, Trade, and Economic Development (CTED) agrees to provide a grant to King County in the amount of \$288,487.00, pursuant to the following scope of work and other conditions, as specified in the contract.

Work Services, Budget, and Timeline:

I. King County will continue implementing the Buildable Lands Program as a condition of receiving a grant from CTED for that program. Tasks and products include the following:

Task #	Work Services (What activities are needed to accomplish this year's work?)	Deliverables	Due Date (M/D/Y)	CTED Planner Approval
1	Prepare a strategy for coordinating data collection between the County and the cities and towns within it. Submit to CTED.	Land use data collection strategy	1/30/99	
2	Provide a distribution list to CTED identifying how countywide grant funds will be budgeted to accomplish tasks or other products identified in this scope of work. Submit to CTED.	Grant distribution list	1/30/99	
3	Amend Countywide Planning Policies to reflect the reporting requirements for buildable lands data to the State.	Amendments to Countywide Planning Policies	3/30/99	
4	Submit relevant data and other materials being produced about land development to CTED through the following efforts: King County: Collect land development data in unincorporated King County. Continue work on improving data base and development of systematic data collection. Suburban Cities: Individual cities will continue to build systems to track growth and report land development data to King County. Seattle: Resolve data collection issues for commercial/industrial land use and square footage. Report land development data to King County.	Land development data and status report on other work items as noted under this task	6/30/99	
5	Provide a progress report on the development of a dispute/conflict resolution process.	Progress report on dispute/conflict resolution process	8/30/99	
6	Report to CTED on expenditures during FY99 to implement the program.	1999 expenditure report	8/30/99	

GROWTH MANAGEMENT PLANNING COUNCIL

Tuesday, February 2, 1999 4:00-6:00PM
Puget Sound Regional Council 6th Floor Board Room
1011 Western Avenue, Seattle, WA

AGENDA

- | | | |
|-----|--|-------------|
| | PUBLIC COMMENT | 4:00 |
| I. | APPROVE PAST MEETING SUMMARY | 4:05 |
| | A. September 23, 1998 Meeting | |
| II. | PRESENTATION/DISCUSSION | |
| | A. King County SmartGrowth Survey | 4:10 |
| | B. Regional Finance and Governance: Suburban Cities caucus presentation of revisions to March 1998 Draft RFG Proposal. | 4:40 |
| | C. Endangered Species Act (ESA): Tri-County efforts and potential implications for the County, the cities and the CPP's. | 5:00 |
| | D. Buildable Lands (ESB 6094) compliance | 5:30 |
| | E. GMPC Outreach: Part I - Televising GMPC | 5:35 |
| V. | DISCUSSION/ACTION | |
| | A. Table 2A: Target adjustments for Past Annexation/Incorporations | 5:40 |
| | EXECUTIVE COMMITTEE REPORT | 5:50 |
| | A. Approved Buildable Lands Grant Fund Distribution for FY98-99 | |
| | B. 1999 GMPC Meeting Schedule | |
| | C. 1999 GMPC Work Plan | |
| | D. GMPC Retreat | |
| VI. | ADJOURN | 6:00 |

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Item V.A

Distribution of FY 1998-1999 Buildable Land Grant Funds

The 1998-99 grant would be divided among three King County caucuses on a strictly per-capita basis. Using the official April 1998 OFM population estimates, allocations would be as follows:

Jurisdic	Pop '98	Percentage
Seattle	539,700	32.4%
Sub Cities	721,195	43.3%
Uninc. KC	404,905	24.3%
Total King County	1665,800	100%

If the King County allocation is \$268,467 that would provide:
\$86,980 to Seattle;
\$116,231 to Suburban Cities; and
\$65,256 to unincorporated King County.

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City of Seattle

Paul Schell, Mayor

Executive Department - Strategic Planning Office

Lizanne Lyons, Director

Memorandum

DATE: May 5, 1999

TO: Council President Sue Donaldson

FROM: Lizanne Lyons, Strategic Planning Office *Lizanne Lyons*

RE: Ordinance to Receive Funds from King County, and Increase the Strategic Planning Office Budget Authority

CC: Doug Carey, Acting Budget Director

I am pleased to submit the attached Ordinance for Council approval, authorizing the Mayor to sign an Interlocal Agreement with King County to receive grant funds in the sum of \$86,890, and increasing the Strategic Planning Office (SPO) 1999 Budget authority by the same amount. The funds were distributed to King County by Washington State to assist jurisdictions in meeting the requirements of the Growth Management Act (GMA) Buildable Lands Program under RCW 36.70A.215. The following is a summary description of the contents of the Ordinance:

A. Interlocal Agreement. Attachment A to the Ordinance is an updated version of interlocal agreements for similar efforts adopted in previous years. The agreement recognizes King County as the fiscal agent to distribute GMA grants from the Department of Community, Trade and Economic Development to jurisdictions in King County; and recognizes the Growth Management Planning Council as the body that approves the Regional Work Program, and determines the formula allocation to be distributed to King County and its cities. In subsequent years, the interlocal agreement could be amended to update the work program and grant amount that may be available if the legislature continues to support GMA grants for similar purposes.

B. GMA Grant Fund Expenditures. Seattle's 1998-1999 grant allocation is \$ 86,890. SPO needs these funds to meet the additional requirements established in RCW 36.70A.215, the Buildable Lands Program passed by the legislature in 1997. The funds will allow us to work with King County and suburban cities to reach agreement on the methodology and evaluate achieved densities for residential and employment activity in each jurisdiction.

If you have questions, please contact Elsie G. Crossman at 4-8364.

Attachments

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ORDINANCE

99-116
Ord. is
OK -
attachment not
reviewed.
date 5/7/99

Chg 6
5/10/99

AN ORDINANCE relating to the Strategic Planning Office; authorizing execution of an Interlocal Agreement with King County for the receipt of funds for compliance with requirement of RCW 36.70A.215 to assess development capacity within the Urban Growth Area in King County; increasing an expenditure allowance in the 1999 Budget of the Executive Department's Strategic Planning Office; and by three-fourths vote of the City Council, making a reimbursable appropriation from the Supplemental Appropriation Account of the Emergency Subfund.

WHEREAS, the State of Washington Department of Community, Trade and Economic Development allocated funds to jurisdictions in King County to assist cities and county government in meeting the Buildable Lands Program required under RCW 36.70A.215 (part of the Growth Management Act); and

WHEREAS, by interlocal agreement which Seattle executed pursuant to Ordinance 116080, jurisdictions in King County formed the Growth Management Planning Council of King County (GMPC) to develop, adopt, and monitor county-wide planning policies; and

WHEREAS, the GMPC (with representatives from The City of Seattle, King County, and suburban jurisdictions) approved the funding distribution formula and the work program for 1999; and

WHEREAS, the State of Washington Department of Community, Trade and Economic Development allocated approximately \$268,467 to jurisdictions in King County subject to a work program and funding distribution formula; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute, for and on behalf of The City of Seattle, an Interlocal Agreement with King County substantially in the form of Attachment A to this ordinance to carry out Seattle's responsibilities under the annual regional work program approved by the GMPC.

Section 2. To pay for the work to be undertaken under the agreement authorized in Section 1 hereof, the expenditure allowance in the 1999 budget of the Executive Department, Strategic Planning Office, is increased by the appropriation, hereby made and authorized, of the sum of Eighty-six Thousand Nine Hundred Eighty Dollars (\$86,980.00) from the Supplemental Appropriation Account of the Emergency Subfund of the General Fund as follows:

Department	Program Category	Amount
Executive, Strategic Planning Office	SPOX8M15	\$86,980.00

The Supplemental Appropriation Account of the Emergency Subfund of the General Fund shall be reimbursed by funds received from King County pursuant to the agreement authorized by Section 1, hereof.

Section 3. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 4. The foregoing appropriation is made to meet actual necessary expenditures of the City for which no appropriation has been made due to causes which could not reasonably have been foreseen at the time of the adoption of the 1999 Budget; Now, Therefore, in accordance with RCW 35.32A.060, by reason of the facts above stated, this ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by a three-fourths (3/4's) vote of all of the members of the City Council the ____ day of _____, 1999, and signed by me in open session in authentication of its passage this ____ day of _____, 1999.

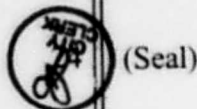
President _____ of the City Council

Approved by me this ____ day of _____, 1999

Mayor

Filed by me this ____ day of _____, 1999.

City Clerk



(Seal)

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ORDINANCE _____

AN ORDINANCE relating to the Strategic Planning Office; authorizing execution of an Interlocal Agreement with King County for the receipt of funds for compliance with requirement of RCW 36.70A.215 to assess development capacity within the Urban Growth Area in King County; increasing an expenditure allowance in the 1999 Budget of the Executive Department's Strategic Planning Office; and by three-fourths vote of the City Council, making a reimbursable appropriation from the Supplemental Appropriation Account of the Emergency Subfund.

WHEREAS, the State of Washington Department of Community, Trade and Economic Development allocated funds to jurisdictions in King County to assist cities and county government in meeting the Buildable Lands Program required under RCW 36.70A.215 (part of the Growth Management Act); and

WHEREAS, by interlocal agreement which Seattle executed pursuant to Ordinance 116080, jurisdictions in King County formed the Growth Management Planning Council of King County (GMPC) to develop, adopt, and monitor county-wide planning policies; and

WHEREAS, the GMPC (with representatives from The City of Seattle, King County, and suburban jurisdictions) approved the funding distribution formula and the work program for 1999; and

WHEREAS, the State of Washington Department of Community, Trade and Economic Development allocated approximately \$268,467 to jurisdictions in King County subject to a work program and funding distribution formula; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute, for and on behalf of The City of Seattle, an Interlocal Agreement with King County substantially in the form of Attachment A to this ordinance to carry out Seattle's responsibilities under the annual regional work program approved by the GMPC.

Section 2. To pay for the work to be undertaken under the agreement authorized in Section 1 hereof, the expenditure allowance in the 1999 budget of the Executive Department, Strategic Planning Office, is increased by the appropriation, hereby made and authorized, of the sum of Eighty-six Thousand Nine Hundred Eighty Dollars (\$86,980.00) from the Supplemental Appropriation Account of the Emergency Subfund of the General Fund as follows:

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Department	Program Category	Amount
Executive, Strategic Planning Office	SPOX8M15	\$86,980.00

The Supplemental Appropriation Account of the Emergency Subfund of the General Fund shall be reimbursed by funds received from King County pursuant to the agreement authorized by Section 1, hereof.

Section 3. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 4. The foregoing appropriation is made to meet actual necessary expenditures of the City for which no appropriation has been made due to causes which could not reasonably have been foreseen at the time of the adoption of the 1999 Budget; Now, Therefore, in accordance with RCW 35.32A.060, by reason of the facts above stated, this ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by a three-fourths (3/4's) vote of all of the members of the City Council the ____ day of _____, 1999, and signed by me in open session in authentication of its passage this ____ day of _____, 1999.

President _____ of the City Council

Approved by me this ____ day of _____, 1999.

Mayor

Filed by me this ____ day of _____, 1999.

City Clerk

(Seal)

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**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 CH. 36.70A**

THIS AGREEMENT, signed this _____ day of _____,
1999 by and between The City of Seattle ("the Municipal Jurisdiction") and King County.

WHEREAS, the Washington State Legislature enacted RCW Ch. 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 (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, the State of Washington through the adoption of the Act and its administration by the Department of Community, Trade and Economic Development ("CTED"), will make funds available for expenditure by local jurisdictions to carry out the purposes of the Act; 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 for the purpose of compliance with RCW Ch. 36.70A; 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 for that purpose since that time; and

WHEREAS, the GMPC recommends that CTED grant funds be distributed to the jurisdictions in King County according to a formula agreed to by the GMPC members; and

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

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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 Municipal Jurisdiction agree to comply with the provisions of the regional work program as agreed by CTED and the GMPC 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 Ch. 36.70A.

II. ENTITLEMENT

The purpose of this Agreement is to authorize the payment of funds to the Municipal Jurisdiction for implementing the Regional Work Program. By entering this Agreement the Municipal Jurisdiction is eligible to receive the amount specified for it by the GMPC annual distribution formula.

Each year, upon notification by CTED that additional GMA Grant funds are available to the County and its cities, the distribution formula may be recalculated with the cooperation of the County and its cities. The Municipal Jurisdiction will be notified in writing of the amount to be received by the Municipal Jurisdiction according to the latest GMPC formula recalculation.

III. 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 adopted by the GMPC.
- B. The Municipal Jurisdiction agrees to conduct the appropriate citizen participation activities as required by the Act. 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.

IV. ROLE OF THE GROWTH MANAGEMENT PLANNING COUNCIL

The parties agree that the 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 that describes accomplishments of the Regional Work Program.

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V. RESPONSIBILITIES AND POWERS OF THE MUNICIPAL JURISDICTION

The Municipal Jurisdiction shall have the following responsibilities and powers:

- A. The Municipal Jurisdiction shall prepare and submit through the GMPC to King County for transmittal to CTED a progress report describing the accomplishments of the Municipal Jurisdiction with respect to the Regional Work Program.
- B. The Municipal Jurisdiction shall send representatives to participate actively in technical forums for the purpose of accomplishing the Regional Work Program.
- C. 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.
- D. 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.
- E. 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.
- F. 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 as required by law.

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.
- 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.
- C. Distribute to the Municipal Jurisdiction the share of funds to which the Municipal Jurisdiction is entitled according to Section II hereof, within thirty (30) days after the County's receipt of such funds from CTED.

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VII. GENERAL TERMS

- A. Funds distribution 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 any such amendment shall be effective only when the parties have executed a written amendment to this Agreement.

VIII. EVALUATION AND MONITORING

- A. The records and documents with respect to all matters covered by this Agreement during each annual grant period shall be subject to inspection, review, or audit by King County as authorized or as requested by CTED during the applicable records retention period specified by or pursuant to 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, CTED or the State Auditor may deem necessary, all of the Municipal Jurisdiction's records with respect to all matters covered by this Agreement. Any of the employees, agents, or representatives of King County, CTED or the State Auditor 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.

IX. HOLD HARMLESS

- A. Except for the King County obligation under Section VI.C 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.

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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, or any of 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 VII, Section X or Section XI.

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 any negligent act or omission of the Municipal Jurisdiction, or any of its officers, employees, or agents with respect to this Agreement or its implementation by the Municipal Jurisdiction.

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 any negligent act or omission of King County, or any of its officers, employees, or agents with respect to this Agreement or its implementation by King County.

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 that may arise from, or in connection with the performance of work hereunder by the Municipal Jurisdiction, or any of its agents, representatives, or employees. If the Municipal Jurisdiction is self-insured for this requirement, a certification of self-insurance shall constitute compliance with this section.

X. TERMINATION

A. 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, then King County may terminate this Agreement by giving twenty (20) days' prior written notice of such termination to the Municipal Jurisdiction. The parties acknowledge

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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 accordance with state regulations and the distribution formula agreed to by the GMPC, or returned to CTED.

- B. The Municipal Jurisdiction may terminate this Agreement at any time by giving twenty (20) days' prior written notice of such termination to King County.
- 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 any of the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

XI. 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, subject to the notice requirements of Section X hereof, 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.

XII. 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.

XIII. 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 by the Municipal Jurisdiction.
- 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

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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. In the event King County is not the prevailing party in such proceedings, King County shall reimburse the costs incurred by the Municipal Jurisdiction in connection with such proceedings including but not limited to its attorneys' fees and costs, which fees shall be computed on the basis of those of a private attorney in downtown Seattle who practices in a firm having as many attorneys as are employed in the Seattle City Attorney's Office, and who has experience comparable to the City's attorney.

XIV. 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 that 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.

XV. RIGHTS OF 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.

XVI. 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 Elections Division, and the State of Washington Department of Community, Trade and Economic Development and the Washington State Secretary of State.

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XVII. ADMINISTRATION

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

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

 Phone: _____

XVIII. 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 of 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.

KING COUNTY, WASHINGTON

THE CITY OF SEATTLE

 King County Executive

 Signature of Designated Official

 Official Title

APPROVED AS TO FORM ONLY:

(Signature)
King County Prosecuting Attorney

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TIME AND DATE STAMP

SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY
THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

Phil L _____

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO: _____



PRESIDENT'S SIGNATURE

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STATE OF WASHINGTON - KING COUNTY

106733
City of Seattle, City Clerk

—ss.

No. ORD. TITLES

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CTOT: 119489, 488, 486

was published on

06/14/99

The amount of the fee charged for the foregoing publication is the sum of \$, which amount has been paid in full.

Subscribed and sworn to before me on

06/14/99

Notary Public for the State of Washington,
residing in Seattle

Affidavit of Publication

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City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinance, passed by the City Council on June 1, 1968, and published here by title only, will be mailed, at no cost, upon request for two months after this publication. For further information, contact the Seattle City Clerk at 624-6844.

ORDINANCE NO. 119488

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 119489

AN ORDINANCE relating to the Neighborhood Planning Early Implementation funds; authorizing the Department of Neighborhoods, Department of Parks and Recreation, Executive Services Department, Office of Economic Development, and SEATRAN to enter into agreements for the provision of neighborhood planning guide and services; reducing the expenditure authority from Finance General by \$450,000 and increasing the expenditure authority of those departments by a total of \$450,000.

ORDINANCE NO. 119490

AN ORDINANCE relating to the Strategic Planning Office, authorizing execution of an Interlocal Agreement with King County for the receipt of funds for compliance with requirement of RCW 56.70A.215 to assess development capacity within the Urban Growth Area in King County; increasing an expenditure allowance in the 1969 Budget of the Executive Department's Strategic Planning Office, and by three-fourths vote of the City Council, making a reimbursable appropriation from the Supplemental Appropriation Account of the Emergency Subfund.

Publication ordered by JUDITH PIP-
PIN, City Clerk.

Date of official publication in Daily
Journal of Commerce, Seattle, June 14,
1968. 6/14(106733)

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