



CONTRACTS & AGREEMENTS

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AGREEMENT PO 1510005-000

KING COUNTY PARKS
12/31/2019

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12/31/2019
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As 8810

PARKS PROPERTY TAX LEVY AGREEMENT

between

KING COUNTY & (CITY) Bellevue

This Parks Property Tax Levy Agreement (the "Agreement") is made and entered into as of 2/11/16, 2014, by and between KING COUNTY, a political subdivision of the state of Washington (the "County") and the City of Bellevue, a State of Washington municipal corporation ("CITY").

RECITALS

- A. The County owns and operates a park system with over twenty-eight thousand (28,000) acres of regional parks and open spaces and over one hundred seventy-five (175) miles of regional trails. In addition, the County is the provider of local parks in the rural area and is the transitional provider of local parks in the urban incorporated areas.
- B. Since 2003, on recommendation of the Metropolitan Parks Task Force and direction from the County Executive and County Council, the County's Parks and Recreation Division has focused on managing a system of regional parks, open spaces and trails and a limited set of regional active recreation assets.
- C. Consistent with its role as a regional and local rural service provider under Countywide Planning Policies and the State Growth Management Act, the County has divested itself of local parks and facilities in urban unincorporated areas as these areas incorporate or annex to cities.
- D. In November 2006, the County Executive created the Parks Futures Task Force to recommend a funding plan for the current County park system, and to examine what steps should be taken, if any, regarding future park system acquisitions.
- E. In June of 2012, the County Executive convened the King County Parks Levy Task Force to recommend a funding plan for the current park system and to examine how to address the parks and recreation needs of King County residents in the future.
- F. The King County Parks Levy Task Force recommended that the County replace the expiring levies and put a ballot measure before the voters in 2013 that requests a six-year inflation adjusted property tax levy lift at a total rate of \$0.1901 per one thousand dollars of assessed value with a percentage of the levy proceeds to be distributed to cities for their local parks system projects.
- G. On April 30, 2013, the King County Council adopted Ordinance 17568 which called for a special election in accordance with RCW 29A.04.321 to authorize an additional 6-year property tax levy for specified park purposes..
- H. On August 6, 2013, King County voters approved Proposition No. 1 Parks Levy that

authorized an additional six year property tax levy at a rate of \$0.1877 in the first year, with subsequent levies adjusted by inflation for the purpose of: maintaining and operating King County's parks system, improving parks, recreation and mobility by acquiring open space, expanding park and recreation opportunities, continuing to develop regional trails; repairing, replacing, and improving local parks and trails in King County's cities; and funding environmental educations, maintenance, conservation, and capital programs at the Woodland Park Zoo.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1.1 Definitions. As used in this Agreement, the following terms shall have the following meanings:

- A. "Annual Report" shall mean the annual report prepared by the CITY and provided to the County annually by May 1 beginning in 2015 setting forth a summary of city projects for the preceding year, along with a complete financial accounting for the use of County Levy Proceeds, and a listing of all capital investments made at the CITY funded in whole or in part by County Levy Proceeds, and for the 2015 annual report the CITY shall identify the dollar amount of the CITY's Existing Funds.
- B. "CITY" shall mean the City of Bellevue, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
- C. "CITY Proceeds" shall mean seven percent (7%) of the total County Levy Proceeds collected by King County and any interest earnings on these funds
- D. "CITY Projects" shall mean the City's local park system projects consistent with Ordinance 17568.
- E. "County" shall mean King County, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
- F. "County Council" shall mean the County Council of King County, State of Washington.
- G. "County Levy" means the annual King County property tax levy for park purposes imposed by the King County Council and authorized by Proposition No. 1 Parks Levy that was approved by the County voters on August 6, 2013 that replaced two levies expiring at the end of 2013.
- H. "County Levy Proceeds" shall mean the principal amount of the County Levy collected by the County.

- I. "Executive" shall mean the King County Executive or his or her functional successor.
 - J. "Existing funds" shall have the meaning, as defined by RCW 84.55.050.
 - K. "Regional trail system" shall mean the system-wide non-motorized network of designated off-road, shared-use paths, trails, or greenways for recreation and regional mobility.
2. Term of Agreement. The term of this Agreement (the "Term") shall be for a period commencing on the Effective Date (the "Commencement Date"), and expiring on December 31, 2019 (the "Termination Date").
 3. Receipt of County Levy Proceeds.
 - A. Generally. Each year the County shall distribute the CITY's proportionate share of the CITY Proceeds to the CITY as authorized by Ordinance 17568, subject to Council appropriation.
 - B. Receipt and Distribution of Levy Proceeds.
 1. Payment Schedule. Beginning in 2014 and through 2019, the County shall transfer the CITY Proceeds to the CITY on a quarterly basis. The annual amounts transferred shall never exceed the CITY's proportionate share of the CITY Proceeds actually collected and appropriated by King County.
 2. Administrative Fee. The Parties agree that the County has authority to deduct a portion from CITY Proceeds for eligible expenditures related to the administration of the distribution of County Levy Proceeds, consistent with Ordinance 17568.
 4. Use of County Levy Proceeds. The City shall only use the transferred City Proceeds for its City Projects. On or before May 1 of each year throughout the Term of this Agreement, the CITY shall provide the County with a copy of the Annual Report and provide any further documentation showing that the City Proceeds were expended on CITY Projects. The City shall maintain financial records to account separately for the City Proceeds.
 5. Representations and Warranties. The CITY represents and warrants that all CITY Proceeds received by the CITY shall be used only for specific CITY Projects as defined in this Agreement and that such funds shall not be used to supplant Existing Funds. The CITY represents and warrants that all CITY Projects shall be consistent with the requirements in King County Ordinance 17568. The CITY represents and warrants that in addition to the CITY's proportionate share of the CITY's Proceeds, the CITY shall annually expend on CITY Projects an amount equal to the CITY's Existing Funds.
 6. Title to Improvements. All appurtenances, fixtures, improvements, equipment, additions and other property attached to or installed in the City's local parks system during the Term

shall be and remain the properties of CITY and shall not be deemed property of the County under any circumstances.

7. Notices: All notices required to be given hereunder shall be in writing and either delivered personally or sent by certified mail to the appropriate address listed below, or at such other address as shall be provided by written notice. Notice shall be deemed communicated upon actual receipt. For convenience of the parties, copies of notices may also be given by other means; however, neither party may give official or binding notice except by personal delivery or by certified mail.

If to the CITY:

CITY's Contact and Title: Lorrie Peterson, Parks Property & Acquisitions Manager

City Name: City of Bellevue

Mailing Address 1: PO Box 90012, Bellevue, WA 98009-9012

Mailing Address 2: 450 110th Avenue NE, Bellevue, WA 98004

City, State, Zip Code: Bellevue, WA 98009-9012

If to King County:

Kevin R. Brown, Division Director
King County Parks and Recreation Division
Department of Natural Resources and Parks
201 South Jackson
Mailstop: KSC-NR-0700
Seattle, WA 98104

8. Compliance with Laws. The CITY shall comply and conform with all applicable laws and all governmental regulations, rules and orders.
9. CITY Agreement to Comply with Audit Finding or Repay. The CITY agrees that it is financially responsible for the lawful use of the levy funds distributed under this contract. The City agrees that if the State Auditor makes an audit finding that the levy proceeds have not been spent properly, the City shall comply with the State Auditor's audit finding and correct any improper expenditure or, at the sole discretion of the County, repay any indicated amounts to the County. This duty to comply with the audit finding or repay shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Duration of Agreement or the Termination Sections.
10. Miscellaneous.
- A. Liability of the County. The County's obligations to the CITY under this Agreement shall be limited to the terms and conditions set forth herein. Notwithstanding any other provision in this Agreement to the contrary, in no event shall the County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including without limitation lost

profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

- B. Dispute Resolution. In the event of a dispute between the CITY and the County regarding any term of this Agreement, the parties shall attempt to resolve the matter informally through the following mechanism: the CITY (reps.) or their respective designee(s), shall meet with County (reps) or their respective designee(s) to review and discuss the matter(s) in dispute; if the CITY (reps) and County (reps) are unable to reach a mutual resolution, the Executive and the mayor, or their respective designee(s) shall meet to review and discuss the matter(s) in dispute. If such persons are unable to resolve the matter informally, either party may submit the matter to a non-binding, structured mediation procedure fashioned by persons or organizations experienced in alternative dispute resolution ("ADR") procedures. The mediation may be requested by any party and shall be initiated within thirty (30) days from the date of the request unless extended by agreement of both parties. The alternative dispute resolution procedures utilized for the mediation shall include the exchange of written claims and responses, with supporting information, at least seven (7) days prior to the actual mediation. The positions expressed and mediator's recommendations shall not be admissible as evidence in any subsequent ADR or legal proceeding. If the matter is submitted to mediation and the matter is not resolved, an affected party shall be entitled to pursue any legal remedy available. Any disputes involving the lawful expenditure of levy proceeds shall be resolved by King County Superior Court if the parties cannot agree.
- C. No Implied Waiver. No failure by either party hereto to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues (except in cases where this Agreement expressly limits the time for exercising rights or remedies arising out of a breach), shall constitute a waiver of such breach or of that party's right to demand strict compliance such term, covenant or condition or operate as a surrender of this Agreement. No waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of either party hereto given in any instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent of the other party in any other or future instance under the terms of this Agreement.
- D. Headings and Subheadings. The captions preceding the articles and sections of this Agreement and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Agreement.
- E. Successors and Assigns. The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of the County and the CITY and, except

as otherwise provided herein, their personal representatives and successors and assigns. There are no third party beneficiaries to this Agreement.

- F. Agreement made in Washington. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Washington. Venue of any action brought by one party against the other to enforce or arising out of this Agreement shall be in King County Superior Court.
- G. Integrated Agreement; Modification. This Agreement contains all the agreements of the parties hereto relating to the subject matter addressed herein, and cannot be amended or modified except by a written agreement approved by the King County Council and mutually executed between each of the parties hereto.
- H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- I. Time of Essence. Time is of the essence of each provision of this Agreement.
- J. Signage. For each capital project funded with County Levy Proceeds, the CITY shall provide a sign including the following language: This project was funded (or as applicable, funded in part) with proceeds from the Proposition No. 1 Parks Levy approved by King County voters in August 2013 under an Agreement with King County Parks and Recreation Division.

DATED this ____ day of _____, 2014.

KING COUNTY, a Washington municipal corporation

CITY OF BELLEVUE, a Washington municipal corporation

By _____

By  _____

Its _____

Brad Miyake
Its City Manager

By authority of Ordinance No. 17568

By authority of Resolution No. 8810

 _____
Assistant City Attorney

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8810

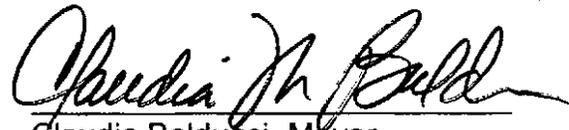
A RESOLUTION authorizing the execution of the Special Property Tax Agreement between King County, a political subdivision of the State of Washington and the City of Bellevue, a Washington municipal corporation.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

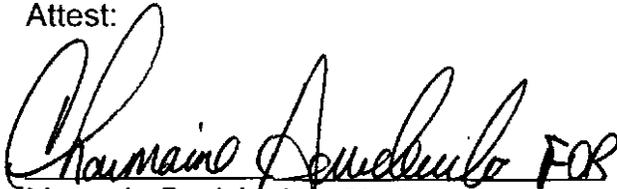
Section 1. The City Manager or his designee is hereby authorized to execute the Special Property Tax Levy Agreement between King County, a political subdivision of the State of Washington and the City of Bellevue, a copy of which Special Property tax Agreement has been given Clerk's Receiving No. 53168.

Passed by the City Council this 20 day of OCTOBER, 2014, and signed in authentication of its passage this 20 day of OCTOBER, 2014.

(SEAL)


Claudia Balducci, Mayor

Attest:


Myrna L. Basich, City Clerk

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Resolution No. 8810 authorizing execution of the Special Property Tax Levy Agreement between the City and King County.

FISCAL IMPACT

Execution of the Special Property Tax Levy Agreement will provide funding from King County's Special Project Tax Levy for acquisition, development and renovation of local parks and trails in King County's cities. These revenues are estimated to be \$414,000 per year to Bellevue over the next six years. This funding has been included in the proposed 2015-2021 Capital Investment Program, P-AD-79 King County Parks Levy. Use of the funds are restricted for park purposes.

STAFF CONTACTS

Patrick Foran, Director, 452-5377
Lorrie Peterson, Property Manager, 452-4355
Parks and Community Services Department

POLICY CONSIDERATION

Should Council authorize execution of the Agreement between the City and King County which governs the distribution of King County Tax Levy Funds to provide for the allocation of funds made available through this Special Property Tax Levy?

BACKGROUND

King County (County) owns and operates a park system with over 28,000 acres of regional parks and open spaces and over 175 miles of regional trails. In addition, the County is the provider of local parks in the rural areas, and is a transitional provider of local parks in the urban incorporated areas. Since 2003, on recommendation of the Metropolitan Parks Task Force and direction from the County Executive and County Council, the County's Parks and Recreation Division has focused on managing a system of regional parks, open spaces and trails and a limited set of regional active recreation assets.

On August 21, 2007, the voters of King County approved a six-year Special Property Tax Levy that provided funding to Bellevue for the years 2008-2013. On August 6, 2013, King County voters approved Proposition No. 1 Parks Levy that authorized an additional six-year property tax levy. This levy provides funding to King County cities. The City's portion of these funds will be allocated towards acquisition, development and renovation of local parks in Bellevue.

If approved, this action would authorize the execution of the attached Special Property Tax Levy Agreement. The agreement includes, among other provisions, the following:

- In accordance with King County Ordinance No. 17568, the property tax levy allocations are based upon 50% population (City) and 50% assessed values of parcels within a City (King County Assessor's Office). County has authority to deduct a portion to be used for expenditures related to administration of the distribution of levy proceeds.
- City shall use funds only for specific projects as defined in the agreement, which are consistent with King County Ordinance No. 17568.
- The Special Property Tax levy may not supplant existing funds as defined in RCW 84.55.050.

- For each capital project funded with these Levy proceeds, the City shall provide a sign stating the project was funded in part with proceeds from the Proposition No. 1 Parks Levy approved by King County voters in August 2013, under an Agreement with King County Parks and Recreation Division.
- As this is a property tax levy, County will distribute funds on a monthly automatic transfer. This will keep the administrative process to a minimum.
- City shall provide County an annual report that includes a summary of projects, and provide any further documentation showing that the County Levy Proceeds were expended on projects.
- The City remains eligible for funds through the term of agreement which expires December 31, 2019.

EFFECTIVE DATE

If adopted by Council, this Resolution will become effective immediately.

OPTIONS

1. Adopt Resolution No. 8810 authorizing execution of the Special Property Tax Levy Agreement between the City and King County.
2. Do not adopt Resolution No. 8810 and provide alternative direction to staff.

RECOMMENDATION

Adopt Resolution No. 8810 authorizing execution of the Special Property Tax Levy Agreement between the City and King County.

MOTION

Move to adopt Resolution No. 8810 authorizing execution of the Special Property Tax Levy Agreement between the City and King County.

ATTACHMENTS

CIP Project Description
Proposed Resolution No. 8810

AVAILABLE IN COUNCIL DOCUMENT LIBRARY

Special Property Tax Levy Agreement
King County Ordinance No.17568
State of Washington RCW 84.55.050

P-AD-79 King County Special Property Tax Levy

Category: **Acquisition & Development**
 Department: **Parks & Community Services**

Status: **Approved and Begun**
 Location: **To be determined**

Programmed Funding

Programmed Funding	Appropriated To Date	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	FY 2017 Budget	FY 2018 Budget	FY 2019 Budget
1,871,600	1,559,600	312,000						

Description and Scope

This project provides the necessary resources to fund the acquisition and development of open space and natural lands, and trail projects that support connections to the regional trail system, which meet the purpose of the 2007 Special Property Tax Levy Agreement with King County.

Rationale

Projects may include acquisitions and key trail development within the Lake to Lake Greenway & Open Space system throughout Bellevue connecting to the Coal Creek Natural Area, South Bellevue Greenway, Richards Valley Greenway, and West Lake Sammamish Parkway trails that link Bellevue's Open Space system to the larger regional trail system, which meets the purpose of the Special Property Tax Levy Agreement. Funds are allocated from the King County Special Property Tax Levy approved by King County voters on August 21, 2007. The actual funding allocation is based upon population and assessed values. 2013 is the final year of the levy distribution.

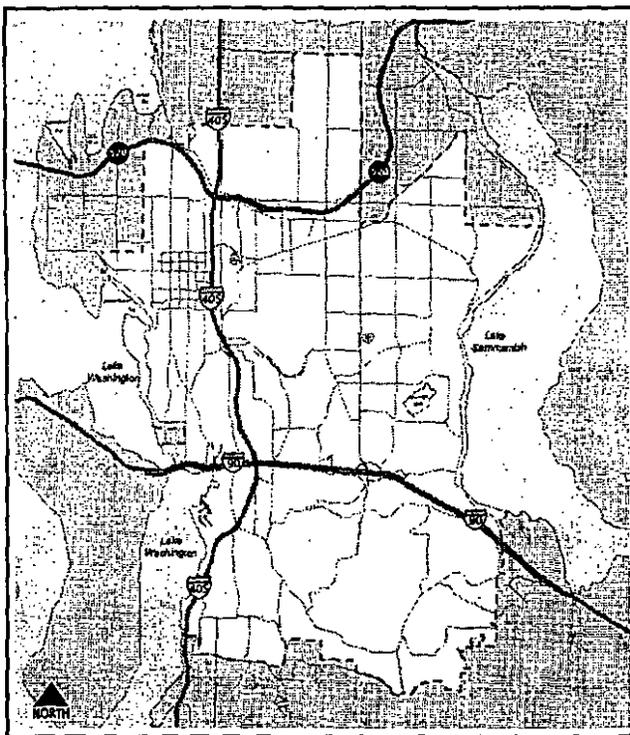
Environmental Impacts

Land acquisition is exempt from the requirements of the State Environment Protection Act (SEPA).

Operating Budget Impacts

Proactive management and maintenance services protect the City's capital investment in parks and open space and ensure that these acquisitions are safe and accessible to the community.

Project Map



Schedule of Activities

Project Activities	From - To	Amount
Project Costs	2008 - 2013	1,871,600

Total Budgetary Cost Estimate: 1,871,600

Means of Financing

Funding Source	Amount
Intergovernmental Contributions	1,871,600

Total Programmed Funding: 1,871,600

Future Funding Requirements: 0

Comments

Land acquisition may occur within and outside Bellevue City Limits for this project.



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

April 30, 2013

Ordinance 17568

Proposed No. 2013-0112.3

Sponsors Phillips and McDermott

1 AN ORDINANCE providing for the submission to the
2 qualified electors of King County at a special election to be
3 held in King County on August 6, 2013, of a proposition
4 authorizing a property tax levy in excess of the levy
5 limitation contained in chapter 84.55 RCW for a period of
6 six consecutive years, at a total rate of not more than
7 \$0.1877 per one thousand dollars of assessed valuation in
8 the first year with annual increases by the percentage
9 increase in the consumer price index or the limitation in
10 84.55 RCW, whichever is greater in years two through six,
11 for the purpose of maintaining and operating King County's
12 parks system; improving parks, recreation and mobility by
13 acquiring open space and continuing to develop regional
14 trails; repairing, replacing, and improving local parks and
15 trails in King County's cities; funding environmental
16 education, maintenance, conservation and capital programs
17 at the Woodland Park Zoo.

18 **STATEMENT OF FACTS:**

19 1. King County owns and operates a system of regional and local parks
20 and trails that consists of twenty six thousand acres of parklands and more
21 than one hundred seventy five miles of regional trails. The county
22 provides regional trails, regional recreational facilities, regional natural
23 area parks, and local rural parks, and is the transitional provider of local
24 parks in the urban unincorporated areas. Examples of regional county
25 parks and trails include Marymoor Park, Cougar Mountain Regional
26 Wildland Park, the Weyerhaeuser King County Aquatic Center and the
27 Sammamish River Trail.

28 2. Public parks, natural areas, and trails contribute to a high quality of life.
29 A robust system of parks and trails provides: physical, social and mental
30 health benefits to individuals; economic opportunity through recreation
31 and tourism; economic growth for private businesses that must attract and
32 retain skilled workers; and environmental benefits and cultural resource
33 protection through open space conservation. King County's parks system
34 provides all these benefits to King County residents and businesses.

35 3. The 2002 Parks Business Transition Plan, which was adopted by the
36 King County council, became the blueprint for establishing the regional
37 parks system we have today. The parks and recreation division of the
38 department of natural resources and parks has successfully focused its
39 lines of business on regional parks and trails, backcountry trails, natural
40 lands, and local parks in unincorporated King County and has been
41 implementing business practices that generate revenue from park system

42 assets by implementing or increasing user fees and establishing corporate
43 and community partnerships that enhance park amenities and leverage
44 public and private dollars to improve parks and increase access to parks.

45 4. Consistent with the recommendations of past parks-related task forces,
46 the county has sought voter-approved levies on two prior occasions: in
47 2003, to provide maintenance and operating funding for the parks and
48 recreation division for the period of 2004-2007; and in 2007, to provide
49 funding for maintenance and operating, as well as funding for open space
50 acquisition and asset maintenance and improvement, for the period of
51 2008-2013. Voters approved the levies on both occasions that they were
52 on the ballot. The voter-approved levies have helped keep the parks
53 system open, clean and safe.

54 5. Approximately seventy percent of the operating budget of the parks
55 and recreation division is provided by the 2008-2013 voter-approved
56 operations and maintenance levy, with approximately seventeen percent
57 generated through business activities and entrepreneurial efforts. King
58 County general fund support to the parks and recreation division was
59 eliminated as of 2011.

60 6. In 2013, the 2008-2013 voter-approved Open Space and Trails Levy
61 will fund approximately seventy-seven percent of the parks and recreation
62 division's asset management budget. Historically, the real estate excise
63 tax funded nearly all of the parks and recreation division's asset

64 management program; however, the real estate excise tax has declined 83
65 percent from 2006 to 2012.

66 7. The effective rate of the combined levies in 2013 is \$0.1331 per one
67 thousand dollars of assessed value. A comparable effective levy rate
68 beginning in 2014 would need to be \$0.1478 per one thousand dollars of
69 assessed value. Due to the loss of general funds and real estate excise tax,
70 a higher levy rate is necessary in the future to achieve the
71 recommendations of all the past parks task forces and the council-
72 approved parks business transition plan.

73 8. Parks levy citizen oversight committees were established to monitor the
74 expenditures of the proceeds from the 2004-2007 and 2008-2013 levies.
75 In every year of its review, the committee has concluded that the county
76 has complied with all levy requirements.

77 9. As specified under Motion 12809, the King County executive
78 developed and implemented an annual process to review and recommend
79 for council approval open space projects funded by the Open Space and
80 Trails Levy through coordination with the conservation futures tax
81 program.

82 10. The King County executive convened the King County parks levy
83 task force in June 2012 to recommend a funding plan for the current park
84 system and how to address the parks and recreation needs of King County
85 residents in the future. The task force, which met from June to October,
86 was comprised of twenty-two individuals representing all geographic areas

87 of the county, as well as business, recreation, community, and
88 environmental interests.

89 11. The task force issued a report in October 2012, recommending that
90 the county replace the expiring levies and put a ballot measure before the
91 voters in 2013 that requests a six-year inflation-adjusted property tax levy
92 lid lift at a total rate of \$0.1901 per one thousand dollars of assessed value.

93 The task force recommended continuing to fund maintenance and
94 operations of King County's parks system, as well as funding critical
95 infrastructure repair and replacement, acquisition and stewardship of open
96 space, as such lands can provide for passive or active recreation
97 opportunities and/or protection of habitat and water quality, and the
98 continued development of regional trail corridors, including strategic
99 connections between trails and transportation hubs to improve mobility.

100 The task force also recommended providing support to King County's
101 cities for local parks and recreation capital purposes and to the Woodland
102 Park Zoological Society for education and conservation programs,
103 horticulture and maintenance, and capital improvements.

104 12. The King County executive supports the findings and
105 recommendations of the task force and has put forth a funding proposal
106 that is consistent with the goals and priorities of the task force, decreasing
107 the rate recommended by the task force by utilizing updated forecasts for
108 real estate excise tax, which enabled adjustments to be made to the overall
109 funding assumptions.

110 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

111 SECTION 1. Definitions. The definitions in this section apply throughout this
112 ordinance unless the context clearly requires otherwise.

113 A. "Conservation futures tax program" means the program defined in K.C.C.
114 chapter 26.12.

115 B. "Levy" means the levy of regular property taxes, for the specific purpose and
116 term provided in this ordinance and authorized by the electorate in accordance with state
117 law.

118 C. "Levy proceeds" means the principal amount of funds raised by the levy, any
119 interest earnings on the funds and the proceeds of any interim financing following
120 authorization of the levy.

121 D. "Limit factor" means the ratio of the most recent June Consumer Price Index
122 to the immediately previous June Consumer Price Index, which is the final published
123 CPI-W Seattle-Tacoma-Bremerton, as calculated by the United States Bureau of Labor
124 Statistics, or its successor, expressed as a multiple of one hundred percent to achieve the
125 result of one hundred percent plus inflation, or the limitation contained in chapter 84.55
126 RCW, whichever is greater.

127 E. "Parks system" means any building or other structure, park, open space,
128 natural area, resource or ecological land, trail, or other property owned or otherwise
129 under the jurisdiction of the parks and recreation division of the department of natural
130 resources and parks.

131 F. "Recreation grant program" means the community partnerships and grants
132 program through which King County provides funds to recreation-oriented groups, sports

133 associations and community-based organizations to undertake any combination of
134 developing, operating or maintaining a public park or recreation facility or program in
135 King County for public benefit.

136 **SECTION 2. Levy submittal to voters.** To provide necessary funds for the
137 purposes identified in section 4 of this ordinance, the King County council shall submit to
138 the qualified electors of the county a proposition authorizing a regular property tax levy
139 in excess of the levy limitation contained in chapter 84.55 RCW for six consecutive
140 years, with collection commencing in 2014, at a rate not to exceed \$0.1877 per one
141 thousand dollars of assessed value in the first year of the levy period. In accordance with
142 RCW 84.55.050, this levy shall be a regular property tax levy subject to the limit factor.

143 **SECTION 3. Deposit of levy proceeds.** The levy proceeds shall be deposited
144 into a dedicated subfund of the parks and recreation fund, or its successor.

145 **SECTION 4. Eligible expenditures.** If approved by the qualified electors of the
146 county, levy proceeds shall be used for the following purposes:

147 A. Forty-seven percent for maintenance and operations of King County's parks
148 system, of which no more than one and three tenths percent of total levy proceeds is for
149 the recreation grant program;

150 B. Thirty-nine percent for:

151 1. Acquisition, conservation and stewardship of additional open space lands,
152 natural areas, resource or ecological lands;

153 2. Acquisition and development of rights of ways for regional trails;

154 3. Major maintenance repair, replacement and improvement of parks system
155 infrastructure; and

156 4. Development of trailhead facilities to increase access to parks and trails:

157 C. If the county council, in its sole discretion, finds that annual revenues from the
158 real estate excise tax 1 and real estate excise tax 2 from the real estate excise taxes
159 imposed under K.C.C. 4A.51.100 and 4A.510.120 have increased sufficiently that the
160 levy amount needed for the purposes identified in subsection B. of this section should be
161 reduced, it may reduce the annual dollar amount levied for the parks levy based on this
162 finding and the entire dollar amount of the reduction in the levy proceeds for that year
163 shall be allocated solely to the distribution of levy proceeds for the purposes set forth in
164 subsection B. of this section. Such annual reduction shall not limit the authority of the
165 council to levy in any future year without such reduction or to modify the distribution of
166 levy proceeds levied in any future year;

167 D. Seven percent for distribution to cities in King County for their local parks
168 system projects, of which amount fifty percent shall be distributed based on city
169 population and fifty percent shall be distributed based on the assessed value of parcels
170 within a city;

171 E. Seven percent for distribution to the Woodland Park Zoological Society for:
172 environmental education with emphasis on accessibility to traditionally underserved
173 populations throughout the county; horticulture and maintenance of buildings and
174 grounds; conservation and animal care for rare, threatened or endangered Pacific
175 Northwest species; and board-approved capital projects/campaigns in existence as of
176 December 31, 2012; and

177 F. Of the proceeds designated for distribution to King County cities and the
178 Woodland Park Zoological Society, a portion shall be retained by the county to be used

179 for expenditures related to administration of the distribution of levy proceeds. Eligible
180 administrative expenditures shall include all costs and charges to the parks and recreation
181 division or the county associated with or attributable to the purposes listed in subsections
182 D. and E. of this section of this ordinance. Consistent with RCW 84.55.050, as it may be
183 amended, levy proceeds may not supplant existing funding.

184 SECTION 5. Call for special election. In accordance with RCW 29A.04.321,
185 the King County council hereby calls for a special election to be held in conjunction with
186 the primary election on August 6, 2013, to consider a proposition authorizing a regular
187 property tax levy for the purposes described in this ordinance. The King County director
188 of elections shall cause notice to be given of this ordinance in accordance with the state
189 constitution and general law and to submit to the qualified electors of the county, at the
190 said special county election, the proposition hereinafter set forth. The clerk of the council
191 shall certify that proposition to the King County director of elections in substantially the
192 following form:

193 The King County council has passed Ordinance ____ concerning funding for
194 parks, trails, recreational facilities and open space. This proposition would replace two
195 expiring levies and fund maintenance and operations of the King County parks system:
196 trails and open space for recreation, habitat and water quality; city parks; and zoo
197 programs, all subject to citizen oversight. This proposition authorizes an additional
198 property tax of \$0.1877 per \$1,000 of assessed value for collection in 2014 and
199 authorizes increases by the annual percentage change in the CPI or the limitation in 84.55
200 RCW, whichever is greater, for five succeeding years. Should this proposition be:
201 Approved? __

202 Rejected? __

203 **SECTION 6. Distributions.** Each distribution of levy proceeds to a King County
204 city or to the Woodland Park Zoological Society, or its successor, for the eligible
205 purposes identified in section 4 of this ordinance shall be subject to the execution of a
206 contract between the county and each entity for the same project. Distribution of levy
207 proceeds to King County for open space acquisition purposes shall be in accordance with
208 the annual conservation futures tax process for the development, review and
209 recommendation to the King County council as set forth in the open space and natural
210 lands acquisition process, which is included as Attachment A to this ordinance.

211 **SECTION 7. Parks levy citizen oversight board established.**

212 A. If the proposition in section 5 of this ordinance is approved by the qualified
213 electors of King County, a parks levy citizen oversight board shall be appointed by the
214 executive. The board shall consist of nine members. Each councilmember shall
215 nominate a candidate for the board from the councilmember's district no later than ninety
216 days from the start of the first year of collections. If the executive does not appoint
217 within sixty days of the nominations a person who has been nominated by a
218 councilmember, the executive must request that the councilmember should within thirty
219 days of the request nominate another candidate for appointment. Members shall be
220 confirmed by the council. Members shall be residents of King County and may not be
221 elected or appointed officials of any unit of government, except that citizens serving in a
222 civic capacity on a local board or commission would be eligible to serve on the parks
223 levy citizen oversight board.

224 B. The board shall review the allocation of levy proceeds and progress on
225 achieving the purposes of this proposition. The report shall include information on the
226 status of addressing maintenance needs and controlling noxious weeds in King County's
227 parks system. On or before December 31, 2015, the board shall review and report to the
228 King County executive, the King County council and the regional policy committee on
229 the expenditure of levy proceeds for 2014. Thereafter, the board shall review and report
230 to the King County executive, the King County council and the regional policy
231 committee annually. Any report to the King County council under this section shall be
232 made in the form of a paper original and an electronic copy with the clerk of the council,
233 who shall retain the original and provide an electronic copy to all councilmembers. The
234 parks and recreation division shall provide the board with all reports on division activities
235 that the division transmits to the King County council in accordance with K.C.C.
236 7.08.090. The board expires December 31, 2020.

237 **SECTION 8. Ratification.** Certification of the proposition by the clerk of the
238 King County council to the director of elections in accordance with law before the
239 election on August 6, 2013, and any other acts consistent with the authority and before
240 the effective date of this ordinance are hereby ratified and confirmed.

241 **SECTION 9. Severability.** If any provision of this ordinance is held invalid, the

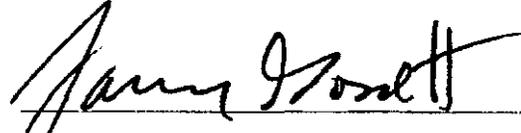
242 remainder of the ordinance or the application of the provision to other persons or
243 circumstances is not affected.

244

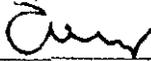
Ordinance 17568 was introduced on 2/25/2013 and passed as amended by the Metropolitan King County Council on 4/29/2013, by the following vote:

Yes: 7 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague, Ms. Patterson, Mr. McDermott and Mr. Dembowski
No: 2 - Ms. Lambert and Mr. Dunn
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 1 day of May, 2013.



Dow Constantine, County Executive

Attachments: A. Open Space and Natural Lands Acquisition

RECEIVED
2013 MAY - 1 PM 2:09
KING COUNTY COUNCIL CLERK

OPEN SPACE AND NATURAL LANDS ACQUISITION

The overall approach for funding allocation and coordination with the Conservation Futures Tax (CFT) program for the acquisition of open space and natural lands through the countywide parks levy is proposed as follows:

1. Early each calendar year, the Department of Natural Resources and Parks (DNRP) will set a proposed allocation for open space from levy funds for the following fiscal year.
2. Staff will generate proposals for the use of these funds, taking into account opportunities to leverage resources with funding from Conservation Futures, as well as from other local, state, and federal funding sources.
3. An overall proposal allocating the open space funds to specific projects will be developed and discussed with the Citizens Oversight Committee (COC) that is responsible for developing CFT funding recommendations. These discussions are expected to occur in the spring, during the same time frame during which the COC annually reviews CFT project proposals. This will create an opportunity for the COC to provide an advisory recommendation regarding allocation of these parks levy funds.
4. Taking the COC's recommendations into account, DNRP will develop a proposed budget for these parks levy funds.
5. The DNRP proposed budget for parks levy funding will be reviewed by the County Executive, and ultimately County Council, as part of the overall budget process for the following year.

CR# 53168 Date: 1-9-15 PO # & Loc: 1510005.000



City of Bellevue
Finance Department - Procurement Services
450 110th Ave. NE. Bellevue, WA 98004

Contract Routing Form

Current Contract Information:

Contract Title: King County Special Property Tax Levy Agreement
Contract Description: Agreement for King County to distribute City's share of the tax levy funds.
Total Contract Value: \$2,284,000.00
This Amendment Value: ~~0~~
Department: Parks - 587
Contract Manager: Lorrie Peterson
Contract Type: Interlocal Agreement (ILA)
Contract Form: Vendor contract document
Budget Expenditure: Revenue
Maximo User: No

Vendor Information:

New Vendor? No
Vendor Name: King County Parks
JDE Vendor Number: 38773
Independent Contractor? Yes
Tax ID#:
COB License #:
UBI #:
Contractor's Lic. #:

Contract Term:

Original Effective Date: 12/16/2014
End Date: 12/31/2019
Subject To: No Renewal

Council Approval:

Does this contract require council approval? Yes
Council Award Date: 10/16/2014
Council Action: Resolution
Legislative #: 8810

Route:

		In	Out
Procurement Services:	<u>ACalder</u>	<u>1/15/14</u>	<u>1/5/14</u>
Information Technology:	Not Required		
Legal:	<u>[Signature]</u>		<u>12/17/14</u>
Insurance Reviewed By:	<u>N/A</u>		
Department Director:	<u>[Signature]</u>	<u>12-16-14</u>	<u>12-16-14</u>
Procurement Services:	<u>once signed by KC</u>		
Return To:	Lorrie Peterson		
City Clerk's Office:	<u>M. TOMROW</u>	<u>1-9-15</u>	<u>1-9-15</u>

City Managers office

[Signature]
 Brad Miyake
 City Mgr. (Signs Interlocals)
 as per Jamie [Signature]

[Signature]

CONTRACT REVIEW CRITERIA

- | Dept. | PS | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Contract Routing/Approval Form and Contract have consistent information? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the Contract Type and template appropriate for the services performed? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the JDE vendor name and number accurate? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Company have a Bellevue Business License? If not, date Tax Office was notified? _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | If the Company's Tax ID# appears to be a SS#, or if we are paying an individual, make a copy of the Routing Form and interoffice to Gail Davila in HR. |
| <input type="checkbox"/> | <input type="checkbox"/> | Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is this an amendment or renewal? If so, are the original contract #'s and values indicated? |
| <input type="checkbox"/> | <input type="checkbox"/> | Has the Selection Method been explained in Additional Comments? Are results attached? |
| <input type="checkbox"/> | <input type="checkbox"/> | If there is an ordinance/resolution/motion for this contract, are the date and # noted and a copy attached? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the contractor meet requirements of the Independent Contractor Threshold question? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is Attachment "A" (Scope of Work and/or Services) attached? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is Attachment "B" (Insurance Requirements) attached? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are any additional riders required? If so, which one's? _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Does Insurer have a Best rating of A- or better? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the Contractor identified as the insured? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Contractor have Commercial General Liability, Commercial Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are the policy expiration date(s) on the Certificate of Insurance current? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Contractor have a self-insured retention? Is it above \$50,000? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the City listed as the Certificate Holder? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the Certificate signed? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory? |
| <input type="checkbox"/> | <input type="checkbox"/> | If this contract requires the payment of Prevailing Wages, are current Wage Rates referenced in Attachment "C"? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Contractor have an open account with the Washington State Department of Revenue? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are the Contractor's worker's compensation premiums current? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Vendor have an active Professional/Contractor License with the Washington State Department of Licensing? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the Vendor on the Federal Debarred Suspended List? |

RISK MANAGEMENT:

- Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- Does the Contractor's Certificate of Insurance comply with the requirements?
- Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City?
- Does the Hold Harmless clause include language referencing Title 51 releases?