King County
Department of Natural Resources and Parks
Division of Parks and Recreation
King Street Center Building
KSC-NR-0700
201 South Jackson Street
Seattle, WA 98104-3855

January 30, 2020

City of Milton
Attn: Mayor Sherrell
1000 Laurel Street
Milton, WA 98354

Mayor Sherrell,

Enclosed, please find an executed copy of the Parks Tax Levy Agreement between the City of Milton and King County. If you have any questions, please contact myself or Jennifer Lehman, Finance Officer at 206-477-4576.

Sincerely,

John Villapudua
Contracts Manager
206-477-4598

Enclosure: 2020-2025 Parks Property Tax Levy Agreement

PARKS PROPERTY TAX LEVY AGREEMENT

between

KING COUNTY & (CITY) City of Milton

This Parks Property Tax Levy Agreement (the "Agreement") is made and entered into as of this 27th day of JANUARY, 2020, by and between KING COUNTY, a political subdivision of the state of Washington (the "County") and the City of Milton, 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, over one-hundred-seventy-five (175) miles of regional trails, and two-hundred-fifteen (215) miles of backcountry 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. 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.

C. On April 17, 2019, the King County Council adopted Ordinance 18890 which called for a special election in accordance with RCW 29A.04.321 to authorize a property tax levy in excess of the levy limitation contained in 84.55 RCW for a period of six (6) years for specified park purposes.

D. On August 6, 2019, King County voters approved Proposition No. 1 Parks Levy that authorized an additional six year property tax levy at a rate of $0.1832 in the first year, with subsequent levies adjusted by inflation for the purpose of: maintaining and operating King County's open space system; improving parks, recreation, access, and mobility in the King County open space system by acquiring lands and continuing to develop regional trails; improving parks and trails in and acquiring lands by metropolitan parks districts, towns, and cities in King County; funding environmental education, maintenance, and conservation programs at the Woodland Park Zoo; finding capital construction at the Seattle Aquarium; and funding for capital improvements at publicly owned pools, for all King County residents.

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. 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 31st beginning in 2021 setting forth a summary of CITY Projects for the preceding year, along with a complete financial accounting for the use of the CITY'S Share, and a listing of all capital investments made at the CITY funded in whole or in part by County Levy Proceeds, and for the 2020 annual report the CITY shall identify the dollar amount of the CITY's Existing Funds.

   B. "CITY" shall mean the City of Milton, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.

   C. "CITY Parks System" shall mean any building or other structure related to parks or recreation, parks, trails, open space, such as natural areas and resource or ecological lands and other parks or recreation property owned or otherwise under the jurisdiction of the CITY.

   D. "City Proceeds" shall mean eight percent (8%) of the total County Levy Proceeds collected by King County, net the amounts specified and allocated in Ordinance 18890 Sections 4A-D, and any interest earnings on these funds.

   E. "CITY Projects" shall mean CITY Parks System operations and capital improvement projects consistent with Ordinance 18890.

   F. "CITY'S Share" shall mean the CITY's proportionate share of the City Proceeds as authorized by Ordinance 18890, subject to County Council appropriation.

   G. "County" shall mean King County, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.

   H. "County Council" shall mean the County Council of King County, State of Washington.

   I. "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, 2019 and replaced a levy expiring at the end of 2019.

   J. "County Levy Proceeds" shall mean the principal amount of the County Levy collected by the County.

   K. "Executive" shall mean the King County Executive or his or her functional successor.

   L. "Existing funds" shall have the meaning, as defined by RCW 84.55.050.

2. Term of Agreement. The term of this Agreement (the "Term") shall be for a period commencing upon signature by both parties (the "Commencement Date"), and expiring on December 31, 2025 (the "Termination Date").

3. Receipt of County Levy Proceeds.

   A. General Distribution. Each year the County shall distribute the CITY's Share to the CITY as authorized by Ordinance 18890, subject to County Council appropriation.

   B. Receipt and Distribution of Levy Proceeds.

      1. Payment Schedule. Beginning in 2020 and through 2025, the County shall transfer the CITY's Share to the CITY on a semi-annual basis, generally in the months of May and November. 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 18890.

4. Use of County Levy Proceeds. The CITY shall only use the transferred CITY'S Share for its CITY Projects. On or before May 31st 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'S Share was expended on CITY Projects. The CITY shall maintain financial records to account separately for the CITY'S Share.

5. Representations and Warranties. The CITY represents and warrants that all of the CITY'S Share 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 18890. The CITY represents and warrants that in addition to the CITY'S Share, 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 Park 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 be 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: Shanna Styron Sherrell, Mayor

City Name: City of Milton

Mailing Address1: 1000 Laurel St

Mailing Address2:

City, State, Zip Code: Milton, WA 98354

If to King County:

Warren Jimenez, Division Director
King County Parks and Recreation Division
Department of Natural Resources and Parks
201 South Jackson Street
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 funds 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 this Agreement and shall survive the termination of this Agreement.

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 (representatives) and County (representatives) 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 2019 under an Agreement with King County Parks and Recreation Division.**

K. Reporting. As set forth in King County Council Motion 15378, section C, for each capital project funded with County Levy Proceeds, the CITY shall report to King County Parks and the King County Council major milestones, such as groundbreakings and opening dates, thirty (30) days prior to such milestone. The CITY shall mail or deliver reports to both King County Parks and the current King County Council councilmembers at:

Warren Jimenez, Division Director
King County Parks and Recreation Division
Department of Natural Resources and Parks
201 South Jackson Street
Mailstop: KSC-NR-0700
Seattle, WA 98104

Councilmembers: _____ (please list all 9 councilmembers)
In care of King County Council Clerk
516 3rd Avenue
Seattle, WA 98104

[SIGNATURE PAGE FOLLOWS]

DATED this 27th day of JANUARY, 2020.

KING COUNTY, a Washington municipal corporation

By _____

Its Kc Parks Director

By authority of Ordinance No. 18890

CITY OF Milton, a Washington municipal corporation

By _____

Its Mayor