

January 10, 1991

INTRODUCED BY CYNTHIA SULLIVAN
PROPOSED NO. 91-87

MOTION NO. **8160**

A MOTION authorizing the King County executive to enter into agreements with participating jurisdictions of King County for the purpose of distributing the State of Washington Department of Community Development Growth Management Act of 1990 grant funds pursuant to Motion 8087.

WHEREAS, the Washington State Legislature passed the Growth Management Act of 1990, hereinafter referred to as the Act, which requires all jurisdictions in the County of King, hereinafter referred to as King County, to prepare comprehensive plans consistent with new guidelines, and

WHEREAS, the State of Washington through adoption and administration of the Act will make funds available to local jurisdictions through the State of Washington Department of Community Development, hereinafter referred to as DCD, for expenditure during the 1990-91 funding years, and

WHEREAS, the county council through Motion 8087, Section B, adopted in October, 1990 authorized the King County executive, as the designated fiscal agent for receiving and distributing State of Washington DCD grant funds, to develop service contracts with the participating incorporated jurisdictions within King County for the purpose of planning the distribution of certain DCD funds, and

WHEREAS, thirty-one jurisdictions representing ninety-nine percent of the population and ninety-seven percent of all King County jurisdictions (Attachment A), hereinafter referred as the participating jurisdictions, have approved the regional work strategy, grant allocation formula, and the designation of King County as the fiscal agent, and

WHEREAS, the King County executive has submitted the King County regional application to DCD for the grant funds pursuant to Motion 8087, Section A.5.

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

A. The King County executive is authorized to enter into agreements, substantially in the form of Attachment B, with participating jurisdictions

1 for the purpose of distributing DCD grant funds according to
2 the allocation formula approved in Motion 8087.

3 B. The Executive is directed to seek the involvement of
4 the Municipality of Metropolitan Seattle in the implementation
5 of the Growth Management Act.

6 PASSED this 28th day of January, 1991.

7 KING COUNTY COUNCIL
8 KING COUNTY, WASHINGTON

9 Lois North
10 Chair

11 ATTEST:

12 Ronald A. Peterson
13 Clerk of the Council

GROWTH MANAGEMENT FUNDS FROM DCD
PARTICIPATING JURISDICTIONS IN KING COUNTY
Revised: January 10, 1991

Algona
Auburn
Bellevue
Black Diamond
Bothell
Carnation
Clyde Hill
Des Moines
Duvall
Enumclaw
Federal Way
Hunts Point
Issaquah
Kent
King County
Kirkland
Lake Forest Park
Medina
Mercer Island
Milton
Normandy Park
North Bend
Pacific
Redmond
Renton
SeaTac
Seattle
Skykomish
Snoqualmie
Tukwila
Yarrow Point

A SERVICE AGREEMENT FOR THE DISTRIBUTION AND ADMINISTRATION OF
CERTAIN WASHINGTON DEPARTMENT OF COMMUNITY DEVELOPMENT GRANT
FUNDS UNDER THE STATE OF WASHINGTON GROWTH MANAGEMENT ACT OF 1990

THIS AGREEMENT, signed this _____ day of _____,
199___ by and between King County and the City/Town of
_____ ("the Municipal Jurisdiction").

WHEREAS, the Washington State Legislature passed the Growth Management Act of 1990 (Chapter 17, Laws of 1990), hereinafter referred to as "the Act," which requires all jurisdictions in the County of King to prepare comprehensive plans consistent with new guidelines; and

WHEREAS, the Act requires that jurisdictions prepare these plans in cooperation with neighboring units of general government; and

WHEREAS, the State of Washington through the adoption and administration of the Act will make funds available to local jurisdictions through the State of Washington Department of Community Development, hereinafter referred to as DCD, for expenditure during the 1990-1991 funding years; and

WHEREAS, the Act directs DCD to establish funding levels for planning and technical assistance grants for counties and cities that plan under this Act and DCD has allocated approximately \$2.1 million dollars to King County jurisdictions; and

WHEREAS, King County and the municipal jurisdictions within King County have been designated together as a county region by DCD for the purpose of receiving DCD funds; and

WHEREAS, DCD requires King County and the municipal jurisdictions within King County to develop a regional work program, hereinafter referred to as a "Joint Regional Strategy," for the 1991 calendar year and beyond for implementation of the Act and for the purpose of receiving DCD funds and to designate an institutional framework to coordinate the accomplishment of the Joint Regional Strategy; and

WHEREAS, DCD requires King County and the municipal jurisdictions within King County to develop an allocation formula for receipt of the first year DCD grant funds within the county region and designate a fiscal agent to receive and distribute DCD funds according to the approved allocation formula; and

WHEREAS, DCD requires that the Joint Regional Strategy and allocation formula be approved by 60% of legislative authorities of the county and municipal jurisdictions within King County representing 75% of the total population of King County; and

WHEREAS, only King County and municipal jurisdictions which have adopted the Joint Regional Strategy and have agreed to the allocation formula by resolution, motion, or ordinance on or before December 31, 1990 will be eligible to receive DCD grant funds; and

WHEREAS, the King County Planning Directors Association, which consists of representatives from King County, the City of Seattle, and other municipal jurisdictions within King County, has prepared the Joint Regional Strategy (Attachment A) and the Grant Allocation Formula (Attachment B) and has recommended that King County be designated as the fiscal agent; and

WHEREAS, King County has entered into a contract with DCD to serve as fiscal agent for the distribution of grant funds among King County and the municipal jurisdictions within King County; and

WHEREAS, in November 1990 the King County Council through the adoption of Ordinance #9720, Section 76, appropriated DCD funds for distribution to King County and the municipal jurisdictions within King County for the 1990-1991 funding year; and

WHEREAS, King County and the Municipal Jurisdiction enter into this Agreement pursuant to and in accordance with the State Interlocal Cooperation Act, RCW Chapter 39.34, for the purpose of distributing and administrating DCD funds and for the execution of activities in accordance with and under authority of the Act;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES AND IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, IT IS AGREED THAT:

I. GENERAL AGREEMENT

King County and the Municipal Jurisdiction agree to comply with the provisions of the "Joint Regional Strategy," which is attached hereto as Attachment A and is incorporated herein as is fully set forth, by undertaking growth management activities, specifically the designation of urban growth areas, the designation of natural resource lands and critical areas and the development of regulations for these lands and areas, the development of common data and information systems, the coordination of planning efforts to achieve consistency, the identification of land uses for public purposes, the development of a public participation process, and undertaking other coordinated planning activities as specified in the Growth Management Act of 1990.

II. ENTITLEMENT

The parties agree that the allocation of funds appropriated by the State of Washington Department of Community Development ("DCD") among King County and the municipal jurisdictions within King County shall be governed by the following provisions as outlined in the Grant Allocation Formula, which is attached hereto as Attachment B and is incorporated herein as is fully set forth:

- A. By entering this Agreement the Municipal Jurisdiction is eligible to receive a direct share, hereinafter referred to as a pass-through, of DCD funds as calculated in the Grant Allocation Formula, which is based on the following principles:
 1. The pass-through shall include a minimum amount of \$35,000.
 2. The remainder of the funds shall be allocated on a per capita basis based on a proportional distribution of total population with King County as determined in the April 1990 estimate by the State of Washington Office of Financial Management.
 3. If the Municipal Jurisdiction is partially within King County and partially within an adjacent county, it shall have its base amount adjusted based on the proportion of its population which is located in King County.

- B. King County shall distribute any unallocated funds in the same manner as described in paragraph II(A)(2) above or in another manner approved by King County and a minimum of nineteen (19) municipal jurisdictions within King County. Together the population of unincorporated King County and the approving municipal jurisdictions must represent 75% of the total population of King County.
- C. This Agreement is contingent upon the adoption, on or before December 31, 1990, of a resolution, motion, or ordinance by the Municipal Jurisdiction approving the Joint Regional Strategy and Grant Allocation Formula for DCD grant funds and of a municipal work program which outlines the Municipal Jurisdiction's implementation of the Act or the Joint Regional Strategy.

III. REIMBURSEMENT PROVISIONS

The parties agree that King County is the designated fiscal agent for the distribution of DCD funds under the terms of this Agreement. Within ten (10) business days after receiving each quarterly warrant from DCD, King County shall issue a warrant to the Municipal Jurisdiction for an amount equal to one quarter (to the nearest dollar) of the total amount the Municipal Jurisdiction is entitled to receive according to the Grant Allocation Formula.

IV. 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 Joint Regional Strategy.
- B. The Municipal Jurisdiction agrees to conduct the appropriate citizen participation activities as required by the Act, Section 14. 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.

V. ROLE OF THE KING COUNTY PLANNING DIRECTORS ASSOCIATION

The parties agree that the King County Planning Directors Association (the "Association"), which consists of the planning directors or their designees from King County, the City of Seattle, and other municipal jurisdictions within King County, 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 municipal jurisdictions within King County. The parties hereby agree that the Association shall prepare for DCD an annual regional progress report which describes accomplishments of the Joint Regional Strategy.

VI. RESPONSIBILITIES AND POWERS OF THE MUNICIPAL JURISDICTION

The Municipal Jurisdiction shall have the following responsibilities and powers:

- A. The Municipal Jurisdiction shall propose to its legislative authority a local work program which includes an examination of its role in recognizing and addressing regional or county-wide needs through a coordinated funding approach with King County and other municipal jurisdictions.
- B. The Municipal Jurisdiction shall prepare an annual progress report in accordance with the primary objectives and requirements of the Act, Section 19. The Municipal Jurisdiction's annual progress report shall be sent to the Office of the Manager, King County Planning and Community Development Division, 707 Smith Tower Building, 506 Second Avenue, Seattle, Washington 98104.
- C. 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 Joint Regional Strategy including the Municipal Jurisdiction's local policies.
- D. The Municipal Jurisdiction agrees to propose to its legislative authority activities and budgets for inclusion in the implementation of the Joint Regional Strategy.
- E. The Municipal Jurisdiction shall send representatives to participate actively in technical forums for the purpose of accomplishing the Joint Regional Strategy.
- F. The Municipal Jurisdiction shall prepare and submit to King County for transmittal to DCD a short written description of high priority growth management work program projects upon which the Municipal Jurisdiction intends to begin work during the period between July 1, 1990 and June 30, 1991. This description shall include reference to work program projects which implement the Joint Regional Strategy.
- G. The Municipal Jurisdiction undertaking activities and/or projects with DCD funds distributed under this Agreement retains full civil and criminal liability as though these funds were locally generated.
- H. The Municipal Jurisdiction shall fully comply with the State Environmental Policy Act.
- I. The Municipal Jurisdiction shall complete the Growth Management Needs Assessment, which is attached hereto as Attachment C, and return it to DCD by January 1, 1991.
- J. The Municipal Jurisdiction shall maintain accounts and records, including personnel, property, financial, and programmatic records, and other such records as deemed necessary, 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 until June 30, 1994, unless a longer retention period is required by law.

VII. RESPONSIBILITIES AND POWERS OF KING COUNTY

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

- A. Obtain and present to the Association all applicable State and DCD policy guidelines, special conditions, and format requirements related to the implementation of the Joint Regional Strategy and related to the administration of the grant funds distributed pursuant to the Act, Section 20.
- B. Prepare and present to DCD the annual progress report regarding the implementation of the Joint Regional Strategy as required by DCD pursuant to the Act, Section 19.
- C. Identify supplemental sources of funding to increase the ability of King County and the municipal jurisdictions within King County to carry out effective growth management activities.
- D. Prepare reports and organize meetings and technical forums as needed for the Association to assist in the implementation of the Joint Regional Strategy.

VIII. GENERAL TERMS

- A. This Agreement for 1990-1991 fund distribution shall be effective July 1, 1990 through June 30, 1991. The parties acknowledge, however, that commitments to accomplish the Joint Regional Strategy do not terminate with this Agreement. The parties agree to use their best efforts to work with DCD to secure additional funding beyond the 1990-1991 funding period and to execute subsequent agreements.
- B. The King County Council through the adoption of Ordinance #9720, Section 76 appropriated DCD funds for distribution to King County and the municipal jurisdictions within King County for the 1990-1991 funding year;
- C. It is recognized that amendments to this Agreement may become necessary, and such amendment shall take place only when the parties have executed a written addendum to this Agreement.

IX. EVALUATION AND MONITORING

- A. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by King County so authorized or as requested by DCD during the performance of this Agreement and until June 30, 1994, unless a longer retention period is required by 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, DCD, the State Auditor, and/or any of their employees, agents, or representatives to have full access to and the right to examine during normal business hours and as often as King County may deem necessary, all of the Municipal Jurisdiction's records with respect to all matters covered by this Agreement. King County and/or any of its employees, agents, or representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and 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.

X. HOLD HARMLESS

- A. 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.
- B. The Municipal Jurisdiction further agrees that it is financially responsible for and shall repay King County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Agreement by the Municipal Jurisdiction, 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 VIII or Section IX.
- 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 the negligent acts or omissions of the Municipal Jurisdiction, its officers, employees, or agents. The Municipal Jurisdiction agrees that its obligations under this subparagraph extend to any claim, demand, or cause of action brought by or on behalf of any employee of the Municipal Jurisdiction against King County, its officers, agents, or employees, and includes any judgment, award, and cost arising therefrom, including attorney fees.

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 the negligent acts or omissions of King County, its officers, employees, or agents. King County agrees that its obligations under this subparagraph extend to any claim, demand, or cause of action brought by or on behalf of any employee of King County against the Municipal Jurisdiction, its officers, agents, or employees, and includes any judgment, award, and cost arising therefrom, including attorney fees.

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

XI. TERMINATION

- A. This Agreement may be terminated without cause by King County, in whole or in part, prior to the date specified in Section VIII, upon thirty (30) days advance written notice of the termination to the Municipal Jurisdiction.
- B. If at any time during the term of this Agreement, either (1) the State of Washington terminates King County's DCD 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, or (3) the King County Council does not appropriate DCD funds for distribution to the Municipal Jurisdiction, then King County may terminate this Agreement upon giving twenty (20) days' written notice 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 DCD funds are made available in the manner described in paragraph II(C) above and in accordance with state regulations, or returned to DCD.
- C. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

XII. REDUCTION OF FUNDS

In the event that there is a reduction of funds by the State of Washington or DCD, and if such funds are the basis for this Agreement, then King County may unilaterally terminate all or part of this Agreement, or King County and the Municipal Jurisdiction may reduce their respective scopes of work or budgets under this Agreement.

XIII. 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.

XIV. RECAPTURE PROVISION

- A. In the event that DCD 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 DCD in an amount equivalent to the extent of noncompliance.
- B. Such right of recapture shall exist for a period not to exceed three (3) years following termination of this Agreement. Repayment by the Municipal Jurisdiction of such funds under this recapture provision shall occur within thirty (30) days of demand. Funds recaptured by King County shall be returned to DCD. 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 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, then King County shall be entitled to reimbursement of its costs from the Municipal Jurisdiction, including reasonable attorney's fees.

XV. 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.

XVI. RIGHTS TO OTHER PARTIES

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

XVII. 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 Election Division, and the State of Washington Department of Community Development.

XVIII. ADMINISTRATION

A. King County's representative shall be _____

Address: _____

Phone: _____

B The Municipal Jurisdiction's representative shall be

Address: _____

Phone: _____

XIX. ENTIRE AGREEMENT/WAIVER OF DEFAULT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by King County, which shall be attached to the original Agreement.

KING COUNTY, WASHINGTON

MUNICIPAL JURISDICTION

King County Executive

Signature of
Designated Official

Official Title

City or Town

APPROVED AS TO FORM:

APPROVED AS TO FORM:

approved as to form only by
King County Prosecuting Attorney
per memo dated January 11, 1991

Official Title

GM2/gmagree7

OFFICE OF THE PROSECUTING ATTORNEY
KING COUNTY, WASHINGTON
CIVIL DIVISION

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Norm Maleng
Prosecuting Attorney

E550 King County Courthouse
516 Third Avenue
Seattle, Washington 98104
(206) 296-9015
FAX (206) 296-0191

January 11, 1991

Miriam Greenbaum
Manager
King County Planning &
Community Development Division
707 Smith Tower
506 Second Avenue
Seattle, WA 98104

Re: 1990 Service Agreement Pursuant to the Growth Management Act

Dear Miriam:

I have reviewed and hereby approve as to form only the Service Agreement for the Distribution and Administration of Certain Washington Department of Community Development Grant Funds under the State of Washington Growth Management Act of 1990 (the "Agreement"). This approval shall be effective July 1, 1990 through June 30, 1991 and shall apply only to the extent that no alterations are made to the Agreement which affect the rights and/or obligations of the parties.

This letter should accompany the Agreement upon its transmittal by your office to the King County Executive and Council for approval and authorization. If you have any questions regarding the foregoing, do not hesitate to call me at 296-9015.

Very truly yours,

For NORM MALENG, King County Prosecuting Attorney



MAUREEN MADION
Deputy Prosecuting Attorney

MM: jh

cc: Department of Executive Administration of King County

ATTACHMENT A

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JOINT REGIONAL STRATEGY

Each of the following work items will include a citizen participation/community involvement element. Consistent with Section 14 of the Growth Management Act, the Technical Forums, Planning Directors Association, and the various jurisdictions will establish procedures for disseminating information, involving citizens and interest groups, and considering alternatives. These procedures will be identified in a detailed scope of work developed for each technical forum.

RESOURCE AND CRITICAL LANDS TECHNICAL FORUM

BACKGROUND: SHB 2929 requires that King County, and each city within King County, designate natural resource lands and critical area within their respective jurisdictions. The County and each city must then adopt development regulations to assure the conservation of resource lands, and to preclude land uses or development that is incompatible with critical areas. These actions must be completed by September 1, 1991.

OBJECTIVE: To facilitate and coordinate the designation and regulation of natural resource lands and critical areas by King County and each city within King County, as required by Sections 6 and 17, SHB 2929.

ACTIONS: King County and the cities of King County will establish and participate in a Resource and Critical Lands Technical Forum charged with carrying out this objective. The Technical Forum will undertake the following activities:

1. Seek consensus on a common or compatible approach to the criteria for designation and regulation of both natural resource lands and critical areas.
2. Coordinate designation, inventory, mapping and other issues relating to the political boundaries between jurisdictions.
3. Exchange ideas, experiences and expertise relating to the designation and regulation of natural resource lands and critical areas.
4. Explore the joint use of consultants, data and other resources among jurisdictions.
5. Coordinate with the designation and regulation efforts of Snohomish and Pierce Counties.
6. Periodically brief elected officials through established intergovernmental forums.

PRODUCT: Each jurisdiction will adopt regulations which produce a coordinated and compatible system of natural resource lands and critical areas throughout King County by September 1, 1991.

URBAN GROWTH AREAS DESIGNATIONS

BACKGROUND: SHB 2929 requires that by July 1, 1991, King County begin consulting with each city regarding the location of Urban Growth Areas. Urban Growth Areas must include areas and densities sufficient to permit the urban growth that is projected to occur in King County over a twenty year period. Due to the complexity of urban growth issues, ongoing planning efforts and

other considerations, it is imperative that the County and cities begin work on growth areas immediately. A cooperative effort will ensure that the legitimate interests of all jurisdictions are considered in the ultimate designations.

OBJECTIVE: To foster inter-jurisdictional cooperation and provide an accurate information base upon which King County Urban Growth Area decisions will be made.

ACTIONS: The urban/rural boundary of the King County Comprehensive Plan, together with the land use, development and urban service policies of the County and cities, will provide the basis upon which Urban Growth Area decisions will be made. The first step toward making these decisions will be to determine the growth capacity of the County and cities, based on existing plans and policies and on criteria established for Urban Growth Areas. King County and the cities of King County will:

1. Establish and participate in an Urban Growth Area Technical Forum, which will seek consensus on criteria, methodologies and format to be used by the County and each city to estimate their population and employment growth capacities.
2. Each city and the County will estimate their own capacities for population and employment growth, a) based upon local plans and policies, and b) consistent with agreed to criteria, methodologies and format.
3. The Urban Growth Area Technical Forum will compile the capacity estimates prepared by King County jurisdictions for purposes of evaluating the Countywide Urban Growth Area.
4. As a second priority, the Urban Growth Area Technical Forum will take initial steps toward delineation of Urban Growth Areas. This effort will be undertaken in light of SHB 2929's recognition that cities are the appropriate providers of urban government services and counties are responsible for making the designation. This effort will also recognize and support King County's ongoing efforts to refine the existing urban/rural boundary through the adoption and updating of community plans. Initial steps will include:
 - a. Seeking consensus on criteria to guide decisions on the future boundaries of King County's cities. Decision-making criteria should include such issues as development densities, efficient urban services provisions and timing of annexation.
 - b. Identifying and mapping agreed-to Urban Growth Areas and areas where there is not agreement.
 - c. Identifying key elements of a process for achieving agreement on Urban Growth Areas.
 - d. King County will work directly with cities in establishing Urban Growth Areas according to the following sequence:
 - 1) Cities in areas of community planning projects in progress and cities near or bordering rural areas/unincorporated areas.
 - 2) Cities in western King County urban area, not near rural designation areas or not bordering unincorporated areas.

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PRODUCTS:

1. Estimate of Countywide population and employment growth capacity, based on existing plans and policies by July 1, 1991.
2. Process and criteria for delineating and agreeing to Urban Growth Areas, by July 1, 1991.
3. Map(s) identifying agreed-to Urban Growth Areas and highlighting areas where there is not agreement, by September 1, 1991.
4. Urban Growth Area designations by King County end of 1991.

KING COUNTY COMPREHENSIVE PLAN REGIONAL GOALS CHAPTER

BACKGROUND: The current King County Comprehensive Plan was adopted in 1985. King County has recently initiated a major review of that plan, and has taken steps to solicit the active involvement of all local jurisdictions. This involvement is especially important in light of the coordination and consistency requirements of SHB 2929.

OBJECTIVE: To promote coordination and consistency between the King County Comprehensive Plan and the planning of other King County local jurisdictions through the King County Comprehensive Plan review process.

ACTIONS: The Resolution of the Suburban Cities Association of King County Regarding Priorities of the 1990 review of the King County Comprehensive Plan (adopted May 9, 1990) will provide the starting point for a joint effort to review, maintain and strengthen the regional policies of the 1985 King County Comprehensive Plan. King County will continue to actively involve cities in the review and refinement of goals and policies having regional import. At a minimum, each city will be responsible for identifying any conflict or inconsistency between their own plans and policies, and any proposed regional policies for King County. Cities should also make suggestions for resolving any such conflict or inconsistency.

PRODUCTS: Develop updated, strengthened and coordinated regional goals and policies for the King County Comprehensive Plan and City Comprehensive Plans by the end of 1991.

GROWTH MANAGEMENT DATA SHARING GROUP

BACKGROUND: Successful implementation of SHB 2929 will depend upon a high level of cooperation and coordination among local jurisdictions. Such coordination is currently hampered by a lack of comparable land use and development data from jurisdiction to jurisdiction.

OBJECTIVE: To share lands use and development data and work toward common methods of compiling and reporting information.

ACTIVITIES: first year activities will involve consultation between the cities and the County on standardization of references.

PRODUCTS:

1. Identify and compare data collection and tabulation systems used by each jurisdiction, by July 1, 1991.
2. Identify common data needs by July 1, 1991.
3. Agree to a common format for collecting and tabulating common data needs by September 1, 1991.

WORK PROGRAMS FOR INDIVIDUAL KING COUNTY JURISDICTIONS

Each adopting jurisdiction is to provide a paragraph describing an individual multi-year work program designed to implement SHB 2929. The focus of the work program should be on activities to be completed July 1, 1990 to July 1, 1991 with highlights for the years 1992, 1993, 1994. Milestones and timelines are the two key words in completing this requirement as they will be used as the basis for measuring progress and disbursing funds during this first year.

Projects for 1992-1993 which will be developed in subsequent regional work programs include:

1. Lands useful for public purposes.
2. Fair share housing.

GROWTH MANAGEMENT ACT FUNDING

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Funds Available	\$7,400,000	King County Regional Allocation (\$75,000+ Percent)	
Doe Wetlands Funding County Holdout (5 Counties)	(\$373,500) (\$600,000)		\$2,190,692
Funds Available To Regions	\$6,426,500	1989 Population	1,482,800
4,798,100 State Population		Percent of Regional Population	39.91%
3,715,600 Population Of The 15 Regions		Cities	31
		Growth Rate	14.37%

BASE: Base amount is for one planner/consultant for one year.

Jurisdiction	1980 Population	1990 Population	Population Percent	OFM 10 Year Growth Rate	Base Amount	Per Capita Distribution Based on % of Region	Total
Algona	1,467	1,720	0.12%	17.25%	\$ 35,000	\$ 1,279	\$ 36,279
Auburn	26,417	34,150	2.30%	29.27%	35,000	25,389	60,389
Beaux Arts	328	294	0.02%	-10.37%	35,000	219	35,219
Bellevue	73,903	88,890	5.99%	20.28%	35,000	66,085	101,085
Black Diamond	1,170	1,510	0.10%	29.06%	35,000	1,123	36,123
Bothell (part)***	7,943	11,500	0.78%	44.78%	33,866	8,550	42,416
Carnation	951	1,255	0.08%	31.97%	35,000	933	35,933
Clyde Hill	3,229	3,090	0.21%	-4.30%	35,000	2,297	37,297
Des Moines	7,378	15,490	1.04%	109.95%	35,000	11,516	46,516
Duvall	729	2,435	0.16%	234.02%	35,000	1,810	36,810
Enumclaw	5,427	6,390	0.43%	17.74%	35,000	4,751	39,751
Federal Way		63,980	4.31%	14.37%	35,000	47,565	82,565
Hunts Point	483	504	0.03%	4.35%	35,000	375	35,375
Issaquah	5,536	7,390	0.50%	33.49%	35,000	5,494	40,494
Kent	22,961	37,440	2.52%	63.06%	35,000	27,835	62,835
King County	503,363	514,834	34.72%	2.28%	35,000	382,750	417,750
Kirkland	18,779	37,700	2.54%	100.76%	35,000	28,028	63,028
Lake Forest Park	2,485	2,800	0.19%	12.68%	35,000	2,082	37,082
Medina	3,220	2,960	0.20%	-8.07%	35,000	2,201	37,201
Mercer Island	21,522	20,630	1.39%	-4.14%	35,000	15,337	50,337
Milton (part)***	218	565	0.04%	159.17%	4,449	428	4,869
Normandy Park	4,268	6,620	0.45%	55.11%	35,000	4,922	39,922
North Bend	1,701	2,420	0.16%	42.27%	35,000	1,799	36,799
Pacific	2,261	4,680	0.28%	80.45%	35,000	3,033	38,033
Redmond	23,318	35,420	2.39%	51.90%	35,000	26,333	61,333
Renton	30,612	39,340	2.65%	28.51%	35,000	29,247	64,247
SeaTac		24,000	1.62	14.37%	35,000	17,843	52,843
Seattle	493,846	501,800	33.84%	1.61%	35,000	373,060	408,060
Skykomish	209	243	0.02%	16.27%	35,000	181	35,181
Snoqualmie	1,370	1,545	0.10%	12.77%	35,000	1,149	36,149
Tukwila	3,578	10,820	0.73%	202.40%	35,000	8,044	43,044
Yarrow Point	1,077	985	0.07%	-8.54%	35,000	732	35,732
32		1,482,800			\$1,088,315	\$1,102,377	\$2,190,692

*** Bothell and Milton will receive a proportionate share of the base amount. Bothell's share is 96.76%. Milton's share is 12.71%