

MOTION NO. 9006

1
2 A MOTION authorizing the Executive to submit an
3 application for 1992-1993 Washington Department of
4 Community Development Growth Management Act grant
5 funds and authorizing the Executive to execute
6 agreements with the Washington Department of Community
7 Development and municipal jurisdictions for the
8 distribution of grant funds.

9 WHEREAS, the State Legislature has appropriated grant funds to assist
10 local jurisdictions in implementing the requirements of the Growth Management
11 Act, and

12 WHEREAS, King County jurisdictions as a region will receive \$1,754,041 in
13 grant funds for the 1992-1993 fiscal year, and

14 WHEREAS, 60% of the county's general purpose governments representing 75%
15 of the population must agree to a grant distribution formula and a regional
16 work program in order to apply for the grant funds, and

17 WHEREAS, the King County council adopted Motion 8087 and Motion 8506
18 which approved the grant distribution formula, regional work program and
19 designation of King County as the fiscal agent to receive and distribute grant
20 funds to local jurisdictions for the 1990-1991 and 1991-1992 fiscal years,
21 respectively, and

22 WHEREAS, King County has executed interlocal agreements with local juris-
23 dictions to distribute grant funds for the 1990-1991 and 1991-1992 fiscal
24 years, and

25 WHEREAS, the Growth Management Planning Council (GMPC) has reviewed the
26 countywide work program (Joint Regional Strategy) and countywide policies
27 staffing process as recommended by the Liaison Group, an interjurisdictional
28 group of planning, public works and finance officials, and

29 WHEREAS, King County and municipal jurisdictions are authorized under
30 RCW 39.34 to enter into interlocal agreements;

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

32 A. The King County executive is authorized to apply for State of Wash-
33 ington 1992-1993 Growth Management Act grant funds and execute resulting
agreements with the Washington Department of Community Development. The
application includes approval of the following:

1. Joint Regional Strategy

2. Grant Allocation Formula which is governed by the following provisions:

a. a total of \$482,000 is reserved to support regional efforts undertaken in the Countywide Planning Policies work program;

b. each jurisdiction receives a \$10,000 base plus per capita allocation;

c. jurisdictions which are partially within King County and an adjacent county will have their base amount adjusted based on the proportion of their population located within King County; and

d. unallocated funds shall be distributed according to the formula described above.

3. Designation of the Liaison Group and GMPC Staff Group to oversee the accomplishment of the Joint Regional Strategy.

4. Designation of King County as the fiscal agent for the purpose of submitting the King County regional application in the form of adopted resolutions from participating jurisdictions and receiving and distributing grant funds according to the approved allocation formula.

B. The King County executive is authorized to enter into interlocal agreements, substantially in the form of Attachment A, with participating jurisdictions for the purpose of distributing 1992-1993 State of Washington Growth Management Act grant funds.

PASSED THIS 24th day of May, 19 93.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Audrey Luge
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

Attachment:

A. Interlocal Agreement

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 and 1991 (Chapter 17), 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 1992-1993 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 \$1.75 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 1993 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 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 will be eligible to receive DCD grant funds; and

WHEREAS, in 1991 and 1992 King County and municipal jurisdictions entered into interlocal agreements for the distribution of DCD Growth Management Act grant funds which included approving Joint Regional Strategies and grant allocation formulas; and

WHEREAS, the King County Liaison Group, which consists of Planning Directors, Public Works Directors and Finance Directors representing King County, the City of Seattle, and other municipal jurisdictions within King County, recommends the Countywide Planning Policies Work Program as the Joint Regional Strategy and the grant allocation formula contained herein; 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

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, RCW Chapter 36.70. 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 LIAISON GROUP

The parties agree that the King County Liaison Group (Attachment 3), which consists of the planning directors, public works directors, and finance 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 King County Liaison Group 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, RCW Chapter 36.70. 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.

IX. EVALUATION AND MONITORING

9006

- 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 Juris-

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.

The Municipal Jurisdiction and any independent contractor paid by funds which are the subject of this Agreement shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended.

XVI. RIGHTS TO OTHER PARTIES

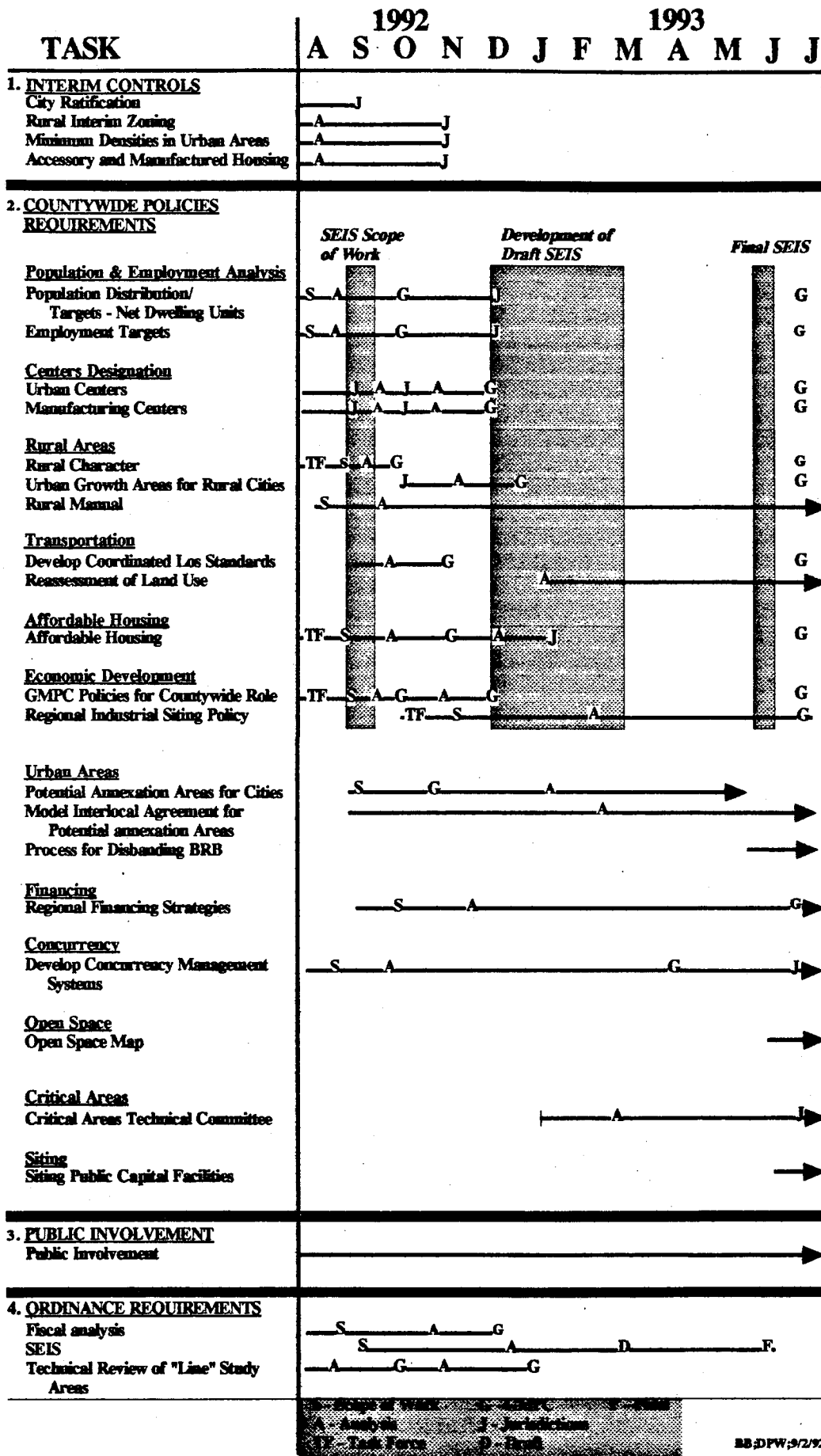
It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and conveys no right to any other party.

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.

Countywide Planning Policies Work Program

9 0 0 6



Attachment 2

9006

Scenario 4.1

Growth Management Act Grant, 1992-93 Allocations to King County Jurisdictions

King County - countywide allocation
 Amount reserved for countywide efforts *
 Amount for distribution among jurisdictions

\$1,754,041
 (\$482,000)
 \$1,272,041

Base \$10,000

02/24/93
 02:50 PM
 twk B:GMA93GRT

| Jurisdiction | 1992 Population | Percent | Base | Per Capita | Grant \$\$ in 1993 | Grant \$\$ in 1992 | Difference 1992-1993 |
|------------------|--------------------|---------|------------------|------------------|-----------------------|-----------------------|-------------------------|
| Algona | 1,851 | 0.12% | \$10,000 | 1,113 | \$11,113 | \$31,097 | (\$19,984) |
| Auburn | 34,260 | 2.19% | \$10,000 | 20,608 | \$30,608 | \$52,098 | (\$21,490) |
| Beaux Arts | 286 | 0.02% | \$10,000 | 172 | \$10,172 | \$30,117 | (\$19,945) |
| Bellevue | 88,580 | 5.66% | \$10,000 | 53,284 | \$63,284 | \$88,488 | (\$25,204) |
| Black Diamond | 1,520 | 0.10% | \$10,000 | 914 | \$10,914 | \$30,929 | (\$20,015) |
| Bothell** | 12,860 | 0.82% | \$9,676 | 7,736 | \$17,412 | \$37,371 | (\$19,959) |
| Burien | 38,208 | 2.44% | \$10,000 | 22,983 | \$32,983 | \$0 | \$32,983 |
| Carnation | 1,277 | 0.08% | \$10,000 | 768 | \$10,768 | \$30,769 | (\$20,001) |
| Clyde Hill | 2,980 | 0.19% | \$10,000 | 1,793 | \$11,793 | \$31,911 | (\$20,118) |
| Des Moines | 18,170 | 1.16% | \$10,000 | 10,930 | \$20,930 | \$41,572 | (\$20,642) |
| Duvall | 3,125 | 0.20% | \$10,000 | 1,880 | \$11,880 | \$31,938 | (\$20,058) |
| Enumclaw | 8,760 | 0.56% | \$10,000 | 5,269 | \$15,269 | \$34,889 | (\$19,620) |
| Federal Way | 72,350 | 4.62% | \$10,000 | 43,521 | \$53,521 | \$77,002 | (\$23,481) |
| Hunts Point | 515 | 0.03% | \$10,000 | 310 | \$10,310 | \$30,262 | (\$19,952) |
| Issaquah | 8,175 | 0.52% | \$10,000 | 4,918 | \$14,918 | \$35,163 | (\$20,245) |
| Kent | 40,300 | 2.58% | \$10,000 | 24,242 | \$34,242 | \$56,342 | (\$22,100) |
| King County | 494,373 | 31.60% | \$10,000 | 297,380 | \$307,380 | \$384,281 | (\$76,901) |
| Kirkland | 41,390 | 2.65% | \$10,000 | 24,897 | \$34,897 | \$56,968 | (\$22,071) |
| Lake Forest Park | 3,535 | 0.23% | \$10,000 | 2,126 | \$12,126 | \$32,611 | (\$20,485) |
| Medina | 2,980 | 0.19% | \$10,000 | 1,793 | \$11,793 | \$31,905 | (\$20,112) |
| Mercer Island | 21,210 | 1.36% | \$10,000 | 12,758 | \$22,758 | \$44,043 | (\$21,285) |
| Milton** | 710 | 0.05% | \$1,271 | 427 | \$1,698 | \$4,267 | (\$2,569) |
| Normandy Park | 6,860 | 0.44% | \$10,000 | 4,126 | \$14,126 | \$34,410 | (\$20,284) |
| North Bend | 2,610 | 0.17% | \$10,000 | 1,570 | \$11,570 | \$31,652 | (\$20,082) |
| Pacific | 5,045 | 0.32% | \$10,000 | 3,035 | \$13,035 | \$33,051 | (\$20,016) |
| Redmond | 39,040 | 2.50% | \$10,000 | 23,484 | \$33,484 | \$54,883 | (\$21,399) |
| Renton | 43,090 | 2.75% | \$10,000 | 25,920 | \$35,920 | \$58,574 | (\$22,654) |
| SeaTac | 22,830 | 1.46% | \$10,000 | 13,733 | \$23,733 | \$45,136 | (\$21,403) |
| Seattle | 522,000 | 33.37% | \$10,000 | 313,999 | \$323,999 | \$375,033 | (\$51,034) |
| Skykomish | 265 | 0.02% | \$10,000 | 159 | \$10,159 | \$30,109 | (\$19,950) |
| Snoqualmie | 1,530 | 0.10% | \$10,000 | 920 | \$10,920 | \$30,955 | (\$20,035) |
| Tukwila | 14,650 | 0.94% | \$10,000 | 8,812 | \$18,812 | \$39,673 | (\$20,861) |
| Woodinville | 8,200 | 0.52% | \$10,000 | 4,933 | \$14,933 | \$0 | \$14,933 |
| Yarrow Point | 965 | 0.06% | \$10,000 | 580 | \$10,580 | \$30,569 | (\$19,989) |
| Countywide Funds | | | | 0 | \$482,000 | \$332,000 | \$150,000 |
| Total | 1,564,500 | | \$330,947 | \$941,094 | \$1,754,041 | \$2,290,068 | (\$536,027) |

Grant Distribution if Allocated by Caucus

| | | | | | | | |
|------------------|------------------|-------------|------------------|------------------|--------------------|--------------------|--------------------|
| King County | 494,373 | 31.60% | \$10,000 | \$297,380 | \$307,380 | \$384,281 | (\$76,901) |
| Seattle | 522,000 | 33.37% | \$10,000 | \$313,999 | \$323,999 | \$375,033 | (\$51,034) |
| Suburban | 548,127 | 35.04% | \$466,421 | \$271,741 | \$640,662 | \$1,198,754 | (\$58,092) |
| Countywide Funds | | | | | \$482,000 | \$332,000 | \$150,000 |
| Total | 1,564,500 | 100% | \$486,421 | \$883,120 | \$1,754,041 | \$2,290,068 | (\$536,027) |

* Countywide allocation derived by adding up estimated costs for SEIS (\$182,000), public involvement (\$40,000) and fiscal analysis (\$60,000)

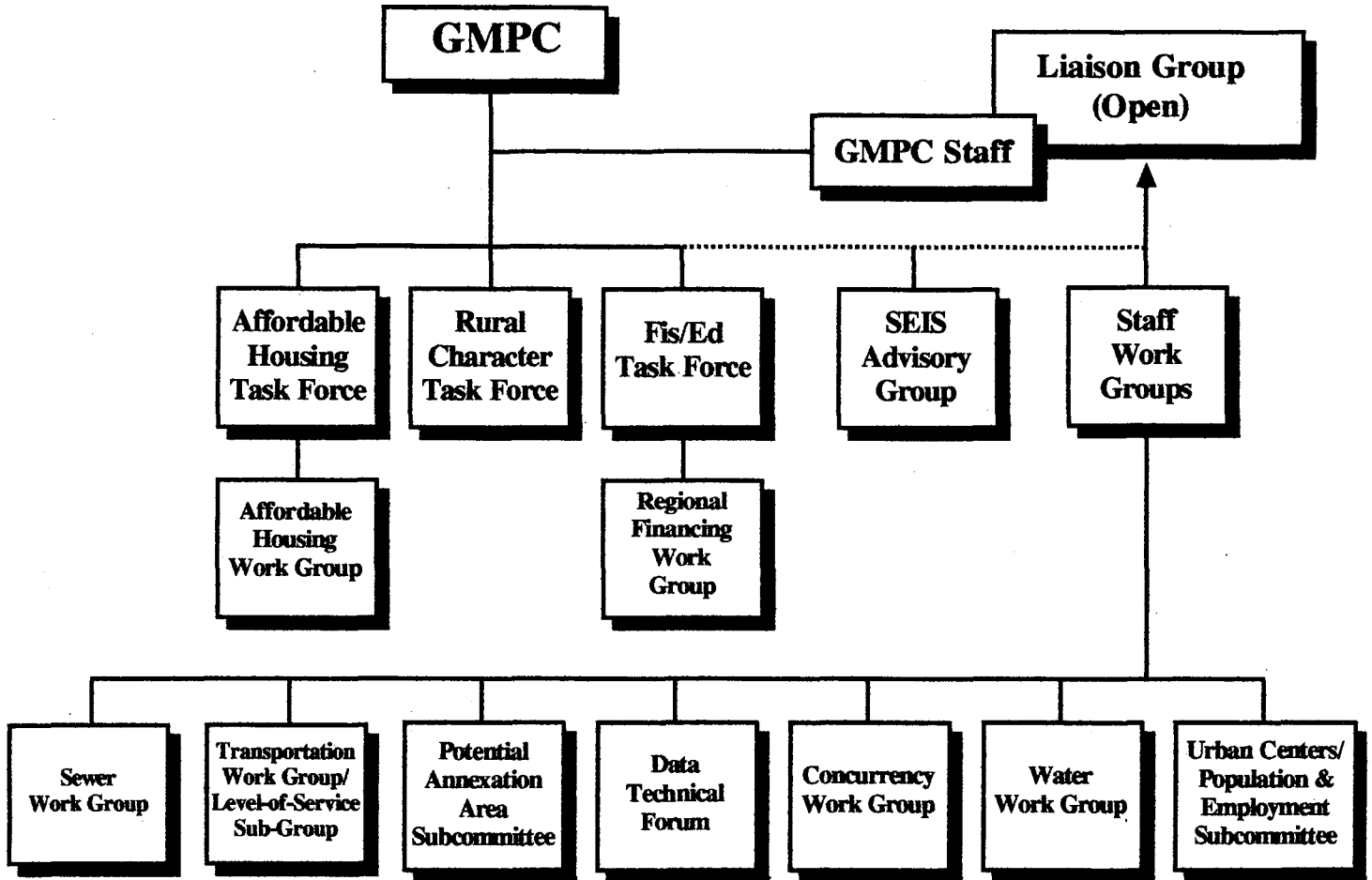
Also, \$200,000 is reserved in Countywide Allocation for staff work. To be distributed based as follows: \$60,000 King County, \$30,000 METRO, \$70,000 Suburban Cities, and \$40,000 for Seattle.

The Suburban Cities will be responsible for determining funding distribution for the \$70,000 in Countywide Allocation for staff work with an emphasis on providing additional funds to rural cities.

** Bothell (96.76%) and Milton (12.71%) receive a proportionate share of the base amount, based on the portion of population in King County.

NOTE: Costs to be billed per caucus in 1993 include meeting space and refreshments, and printing costs.

PROPOSED GMA PROCESS



LIAISON GROUP:

Open participation with core group including Metro and PSRC

Balance of disciplines, cities, geographical perspectives encouraged

Agendas set by GMPC Staff Team

Provide interjurisdictional and interdisciplinary forum for information and policy discussion

GMPC Staff:

Designated by Caucuses *

FUNCTIONS & RESPONSIBILITIES:

Provide historical perspective and disciplinary balance in GMPC process

After Liaison Group review, coordinate products of staff Work Groups and Task Forces, coordinate schedules and information exchange with and between Task Forces and Work Groups. Develop recommendations and alternatives for GMPC review and action

Coordinate work of Task Forces with GMPC schedules. Review Task Force recommendations and provide additional input to GMPC as appropriate on compatibility of recommendations and impacts on Countywide Planning Policies

Brief elected officials and ensure timely advice to caucuses and GMPC

