

RESOLUTION NO. R-2755

A RESOLUTION OF THE KIRKLAND CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND AN INTERLOCAL GOVERNMENTAL CONSORTIUM AGREEMENT FOR THE YEARS 1981 THROUGH 1983, ENTITLED "AGREEMENT FOR PLANNING THE DISTRIBUTION OF CERTAIN BLOCK GRANT FUNDS AND EXECUTION UNDER THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 AMENDED."

WHEREAS, on December 19, 1977, in regular meeting, the Kirkland City Council, by Resolution No. R-2484, authorized participation of the City of Kirkland in a Housing and Community Development Act of 1974 Block Grant Fund Consortium with King County and the execution of an Interlocal Governmental Agency Agreement for such joint participation; and

WHEREAS, said Agreement will expire at the end of the 1980 program year and a new Interlocal Governmental Agreement has been submitted to the City of Kirkland for the three-year period of 1981 -1983; and

WHEREAS, the Kirkland City Council finds it to be in the best interest of the City of Kirkland and its residents to continue as a participant in the Intergovernmental Consortium; now, therefore,

BE IT RESOLVED by the City Council of the City of Kirkland as follows:


Section 1. The City Manager of the City of Kirkland is hereby authorized and directed to sign on behalf of the City an Interlocal Governmental Consortium Agreement for planning the distribution of certain Block Grant Funds and execution under the Housing and Community Development Act of 1974 as amended, a copy of which said Agreement is attached to the original of this Resolution.

Section 2. Pursuant to the Community Development Act of 1974, the Liaison Officer for the City of Kirkland is hereby designated as Allen B. Locke, City Manager.


Section 3. The City Council reserves to the City of Kirkland the right to withdraw from participation under said agreement provided that such withdrawal shall be accomplished by Resolution of the City Council in the manner provided for in said agreement.

PASSED BY MAJORITY VOTE of the Kirkland City Council in regular meeting on the 15th day of September, 1980.

SIGNED IN AUTHENTICATION thereof on the 15th day of September,
1980.


MAYOR

ATTEST:


Director of Administration & Finance
(ex officio City Clerk)

AGREEMENT FOR PLANNING, THE DISTRIBUTION OF CERTAIN
BLOCK GRANT FUNDS AND EXECUTION UNDER THE HOUSING
AND COMMUNITY DEVELOPMENT ACT OF 1974, AMENDED.

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THIS AGREEMENT, made this _____ day of _____, 1980
by and between the governing body of King County and the undersigned
incorporated municipal jurisdiction within King County.

WITNESSETH:

WHEREAS, the Federal Government through adoption and administration of
the Housing and Community Development Act of 1974, as amended, hereafter
referred to as "the Act," will make funds available to the County of King
for expenditure during the 1981-83 funding years; and

WHEREAS, the area encompassed by King County, exclusive of Seattle
and Bellevue, has been designated by the U.S. Department of Housing and
Urban Development, hereafter referred to as "HUD," as an urban county; and

WHEREAS, the Act allows Joint participation of units of general purpose
Government within an urban county, and a distribution of some or all of
these funds to such Governmental units; and

WHEREAS, THE King County Council by Motion 1808 has established a
Joint Policy Committee, hereinafter referred to as the "Committee," described
in Section III of this Agreement and a method for allocating funds described
in Section II of this Agreement; and

WHEREAS, a majority of Block Grant funds available to our urban county
are based on the population characteristic; and

WHEREAS, the Block Grant Regulations and King County Council Motion
No. 1808 require the acceptance of both the Housing Assistance and Three
Year Plan for Community Development by participating jurisdictions; and

WHEREAS, these plans must be realistic and a process must be
established to settle any disagreements between the County and participating
jurisdictions; and

WHEREAS, King County will undertake Block Grant funded activities
in participating incorporated jurisdictions as specified in the Three Year
Plan by granting funds to those jurisdictions for their execution, and by
undertaking such activities directly as are authorized by amendment to this
Agreement; and

WHEREAS, King County as the applicant is responsible to the Federal

1 Government for all activities undertaken with Block Grant funds; and

2 WHEREAS, the Housing Assistance and Three Year Plans must be revised
3 annually by King County and participating jurisdictions and submitted to
4 HUD as part of an annual application; and

5 WHEREAS, the purpose of this Cooperation Agreement, which is entered
6 into pursuant to and in accordance with the State Interlocal Cooperation
7 Act, RCW Chap. 39.34, is to form an urban county arrangement for planning
8 distribution of Community Development Block Grant funds and for execution of
9 projects in accordance with and under authority of the Housing and Community
10 Development Act of 1974, as amended.

11 NOW, THEREFORE, IT IS AGREED THAT:

12 I. GENERAL AGREEMENT

13 King County and each participating jurisdiction shall cooperate
14 in undertaking, or assisting in undertaking, essential community
15 development and housing assistance activities, specifically urban
16 renewal and publicly assisted housing, as specified in the Community
17 Development Program and Housing Assistance Plan portions of the
18 application, for the program years covered by the Agreement.

19 II. DISTRIBUTION OF FUNDS

20 The Distribution within King County, exclusive of Seattle and
21 Bellevue, of Community Development Block Grant Entitlement Funds
22 under Title I of the Act shall be governed by the following
23 provisions:

- 24 A. Five percent of the entitlement amount shall be reserved
25 for administration of the Block Grant Program by King
26 County.
- 27 B. Ten percent of the monies remaining after II (A) shall be
28 reserved for allocation by the Joint Policy Committee
29 with the concurrence of the County Council for innovative
30 projects sponsored jointly by two or more member
31 jurisdictions of the Consortium. Projects shall be
32 consistent with the Three Year Plan for Community
33 Development. These funds are part of the Needs Funds

described in II (E)(2) and II (F)(2) below.

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- C. The monies remaining after II (A) and II (B) above shall be divided into two funds, one designated for the county and the second for the incorporated areas, according to the monies brought to the fund based on population, poverty (counted twice), and overcrowding, provided that consideration be given in subsequent years to the advantage of pooling all monies into a single fund.
- D. In determining the portions of monies attributable to population and need characteristics under II (E) and II (F) below, a minimum of fifty percent (50%) of all monies remaining after II (A) shall be assigned based on need (termed Needs monies).
- E. The County funds shall be allocated as follows:
1. That portion of the monies brought to the fund based on population shall be allocated to the unincorporated area, and
 2. That portion of the monies brought to the fund based on need characteristics shall be allocated according to need without regard to boundaries of participating jurisdictions.
- F. The funds for the incorporated jurisdictions shall be allocated as follows:
1. That portion of the monies brought to the fund based on a jurisdiction's population shall be allocated back to the jurisdiction, and
 2. That portion of the monies brought to the fund based on need characteristics shall be allocated according to need in the incorporated areas.
- G. The receipt of funds provided for in II (E) (1) and II (F) (1)

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(i.e. population monies) is contingent upon review of projects by the Committee, as provided in IV (B)(4).

- H. Receipt of funds provided for in II (E)(2) and II (F)(2) (i.e. needs monies) is contingent upon review and prioritizing of projects by the Committee and approval by the King County Council as provided in Section IV (B)(5). Review and prioritization will be based upon the Three Year Plan for Community Development.
- I. If a project application is determined by a reviewing authority to be ineligible under the Act or Regulations, then the monies which would have been assigned to that project will remain in the original fund to which they were allocated. These monies will be made available for subsequent, valid project applications. If the monies assigned to a project exceed the actual cost, then the excess will be reallocated to the fund of origin for similar redistribution.

III. USE OF FUNDS: GENERAL PROVISIONS

- A. The jurisdiction shall specify activities and projects which it will undertake with these funds.
- B. The jurisdiction must conduct appropriate citizen participation activities.
- C. Approval of activities must be secured in the annual plan, and approval of projects must be secured in formal grant applications.
- D. General administrative costs incurred by each participating jurisdiction shall be paid for out of funds received based on population or from local funds. Costs incurred in administering projects shall be included in project costs.
- E. That portion of the monies as provided for in II (F)(1) which have not been allocated to a viable project within twelve (12) months from the beginning of the program year shall be recaptured for redistribution to incorporated jurisdictions contingent upon review of projects by the Committee as

1 provided in IV(B)(6). Review and prioritization will be
2 based upon the Three Year Plan for Community Development.

3 IV. JOINT POLICY COMMITTEE

4 There shall be established a Joint Policy Committee.

5 A. Composition. The Committee shall be composed of the following
6 persons or their designee (who shall be specified in writing
7 by the elected member, and who shall be the same person
8 consistently from meeting to meeting): The King County
9 Executive, two King County Councilpersons to be selected by
10 the Council, and three elected officials of participating
11 incorporated jurisdictions selected by the Suburban Mayors
12 Association. Members of the Committee shall serve at the
13 pleasure of their respective appointing authorities. The
14 Chairperson of the Committee shall be chosen from among the
15 members of the Committee by a majority vote of the members
16 for a term of one year, PROVIDED that a representative of a
17 suburban city shall be designated as Chairperson at least
18 once in every two years.

19 B. Powers and Duties. The Committee shall be empowered to:

- 20 1. Review and recommend to the County Council all policy
21 matters including allocation of funds.
- 22 2. Review Housing and Community Development objectives, plans,
23 programs, strategies, target areas, and funding levels
24 for recommendation to the King County Council and other
25 participating jurisdictions.
- 26 3. Review and recommend program guidelines for project
27 proposals submitted by participating jurisdictions. These
28 guidelines shall define Community Development needs to
29 be addressed, target areas and populations to be assisted,
30 and priorities for funding.
- 31 4. Review and approve project proposals for funding under
32 II(E)(1) and II(F)(1) which are consistent with the
33 King County Housing and Community Development Objectives.

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5. Review specific project proposals submitted by participating jurisdictions for purposes of funding under II (E)(2) and II (F)(2) and recommend to them and the County Council their approval, disapproval, or alteration.
6. Review specific project proposals submitted by participating jurisdictions for purposes of funding under III (E) and make recommendations to the jurisdictions and County Council for approval, disapproval, or modification.
7. Review staff suggestions for projects and programs to be evaluated and recommend projects and programs for evaluation.
8. Be the arbitrator of plan and program disagreements between King County and other participating jurisdictions.

V. DUTIES OF THE KING COUNTY STAFF

The King County Staff, hereinafter referred to as "the staff," shall fulfill the following duties:

- A. Responsibilities to the Committee. The staff shall:
 1. Solicit and present to the Committee all applicable Federal and County policy guidelines, special conditions, and format requirements related to the preparation of the Housing Assistance and the Three Year Plan for Community Development and related to administration of the programs under these plans.
 2. Prepare and present written materials required by HUD and the King County Council as components of the annual King County Housing Assistance and Community Development Plans to be prepared pursuant to this Agreement, including but not limited to: collection and analysis of data; identification of problems, needs and their locations; development of long and short term objectives; consideration of alternative strategies; and preparation of action year program and budgets, except that the initial activity descriptions and budgets proposed for inclusion in the annual plan shall be prepared by

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agents of the parties to this Agreement.

3. Recommend target areas to be addressed, target populations to be assisted and policies for funding.
4. Prepare and present to the Committee project evaluation reports for selected projects.

B. Responsibilities to Jurisdictions Which Are Parties to This Agreement. The staff shall:

1. Solicit and present all applicable Federal and County policy guidelines, special conditions, and format requirements related to the preparation of the Housing Assistance Plan and the Three Year Plan for Community Development and related to program administration.
2. Identify supplemental sources of funding to increase the participating jurisdiction's capability to conduct effective Community Development activities.
3. Prepare and present written materials required by HUD and the King County Council as components of the annual King County Housing Assistance and the Three Year Plan for Community Development to be prepared pursuant to this Agreement, including but not limited to collection and analysis of data; identification of problems, needs and their location; development of long and short term objectives; consideration of alternative strategies; and preparation of action year programs and budgets. The initial activity descriptions and budgets proposed for inclusion in the annual plan shall be prepared by agents of the parties to this Agreement.
4. Prepare and present project evaluation reports for selected projects.
5. Present to the King County Council, as appropriate, the locally adopted annual plan in general, and the included projects in particular.
6. Administer the Housing and Community Development Program.

1 VI. RESPONSIBILITIES AND POWERS OF JURISDICTIONS

2 The jurisdictions participating in this Agreement shall have the
3 following responsibilities and powers:

4 A. Subject to review by the Committee, each participating
5 jurisdiction shall determine the use of funds allocated to
6 it based on population in a manner consistent with the Three
7 Year Plan for Community Development developed cooperatively by
8 the member jurisdictions, adopted by the Joint Policy
9 Committee and approved by the King County Council. Disposition
10 of monies in case of project invalidity or in case of excess
11 funds remaining after project completion, shall be in
12 accordance with II (I) above.

13 B. The legislative authority of each participating jurisdiction
14 shall approve or disapprove activities, areas and budgets
15 submitted by its agents prior to approval by the Committee
16 for inclusion in the annual plan. Approval shall be given
17 by motion or resolution.

18 C. Parties to this Agreement shall submit drafts of project
19 proposals to the staff for review as to consistency with
20 objectives and guidelines prior to the presentation of the
21 proposals to the Committee and to the King County Council,
22 where appropriate. Each participating jurisdiction shall
23 fulfill to King County's satisfaction all relevant requirements
24 of Federal laws and regulations which apply to King County
25 as applicant, including assurances and certifications.

26 VII. RESPONSIBILITIES AND POWERS OF KING COUNTY

27 King County shall have the following responsibilities and powers:

28 A. The King County Council shall have authority and responsibility
29 for all policy matters including plan and project approvals,
30 after review and recommendation by the Committee.

31 B. The King County Executive, as administrator of this Housing
32 and Community Development Program, shall have authority and
33 responsibility for all administrative requirements for which

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the County is responsible to the Federal Government.

- C. The King County Executive shall have authority and responsibility for all fund control and disbursements.
- D. Notwithstanding any other provision contained in this Agreement, King County as the applicant for Block Grant Funds has sole responsibility for and assumes all obligations as the applicant in the execution of this Community Development Program. Nothing contained in this Agreement shall be construed as an abdication of those responsibilities and obligations.

VIII. GENERAL TERMS

- A. Any party to this Agreement shall be permitted to withdraw from this Agreement at the end of 1981, 1982, or 1983 program years upon written notice to HUD and King County at the time the Cooperation Agreement is renewed.
- B. It is understood that by signing this Agreement the jurisdiction shall accept the Housing Assistance Plan and its "Realistic Annual Goals."
- C. It is recognized that amendment of the provisions of this Agreement may become necessary, and such amendment shall take place when both parties have executed a written addendum to this Agreement.
- D. Population figures as used herein shall refer to "The Official Population of Cities, Towns and Counties" as published annually by the State of Washington Office of Program Planning and Fiscal Management, subject to any later adjustments or correction as to the population of any participant which is officially recognized by the Office of Program Planning and Fiscal Management.
- E. Participating jurisdictions shall be considered to be those jurisdictions which have signed this Agreement.
- F. The duration of this Agreement shall be three program years.
- G. Jurisdictions undertaking activities and/or projects with these Block Grant funds retain full civil and criminal

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liability as though these funds were locally generated.

H. King County retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act, under which the County may require the local incorporated jurisdiction or contractor to furnish data, information, and assistance for the County's review and assessment in determining whether King County must prepare an Environmental Impact Statement.

I. Jurisdictions retain responsibility in fulfilling the requirements of the State Environmental Policy Act under which the County has review responsibility only.

PARTICIPATING JURISDICTION: KING COUNTY, WASHINGTON

SIGNATURE OF DESIGNATED OFFICIAL

JOHN D. SPELLMAN
KING COUNTY EXECUTIVE

OFFICIAL TITLE

Approved as to Form

FOR NORM MALENG
KING COUNTY PROSECUTING ATTORNEY