

RESOLUTION NO. R- 2867

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 1982 THROUGH 1984, ENTITLED "AGREEMENT FOR PLANNING THE DISTRIBUTION OF CERTAIN BLOCK GRANT FUNDS AND EXECUTION OF THE KING COUNTY BLOCK GRANT PROGRAM UNDER THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED".

WHEREAS, on December 19, 1977, in regular meeting, the Kirkland City Council, by Resolution No. R-2484, authorized participation by 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, King County, acting on behalf of the Consortium, has submitted to the City of Kirkland a new Interlocal Governmental Agreement for the three year period of 1982-1984, and

WHEREAS, the Kirkland City Council finds it to be in the best interest of the City of Kirkland and its residents to continue for said three year period 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 and by this reference incorporated herein.

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 of the City of Kirkland acknowledges that by entering into this Agreement, the City of Kirkland is committed to participate in the Block Grant Fund Consortium with King County and other participating jurisdictions during the entire course of the three year period commencing with the 1982 funding year, and ending with the 1984 funding year.

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PASSED by majority vote of the Kirkland City Council in regular meeting on the 21st day of September, 1981.

SIGNED in authentication thereof on the 21st day of September, 1981.



Mayor

Attest:


Director of Administration & Finance
(ex officio City Clerk)



1 AGREEMENT FOR PLANNING THE DISTRIBUTION OF CERTAIN BLOCK GRANT FUNDS AND
2 EXECUTION OF THE KING COUNTY BLOCK GRANT PROGRAM UNDER THE HOUSING AND
3 COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED.

4 THIS AGREEMENT, made this _____ day of _____, 1981
5 by and between the governing body of King County and the undersigned
6 incorporated municipal jurisdiction within King County.

7 WITNESSETH:

8 WHEREAS, the Federal Government through adoption and administration
9 of the Housing and Community Development Act of 1974, as amended, here-
10 after referred to as "the Act" will make funds available to the County of
11 King, hereinafter referred to as the "County", for expenditure during the
12 1982-84 funding years; and

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

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

20 WHEREAS, the King County Council by Motion 1808 has established a
21 Joint Policy Committee, hereinafter referred to as the "Committee", de-
22 scribed in Section III of this agreement and a method for allocating funds
23 described in Section II of this Agreement; and

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

26 WHEREAS, the Block Grant Regulations and King County Council Motion
27 No. 1808 require the acceptance of both the Housing Assistance Plan and
28 the Three Year Plan for Community Development by participating jurisdic-
29 tions; and

30 WHEREAS, these plans must be realistic and a process must be estab-
31 lished to settle any disagreements between the County and participating
32 jurisdictions; and
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WHEREAS, the 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, the County as the applicant is responsible to the Federal Government for all activities undertaken with Block Grant funds; and

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

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

NOW, THEREFORE, IT IS AGREED THAT:

I. GENERAL AGREEMENT

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

II. DISTRIBUTION OF FUNDS

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

- A. Five percent of the entitlement amount shall be reserved for administration of the Block Grant Program by the County.
- B. Ten percent of the monies remaining after II (A) shall be reserved for allocation by the Joint Policy Committee with

1 concurrence of the County Council for innovative projects sponsored jointly by two or more member jurisdictions of the Consortium. Projects shall be consistent with the Three Year Plan for Community Development. These funds are part of the Needs Funds described in II(E)(2) and II(F)(2) below.

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6 C. The monies remaining after II (A) and II (B) above shall be divided into two funds, the first 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.

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10 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.

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13 E. The County funds shall be allocated as follows:

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18 1. That portion of the monies brought to the fund based on population shall be allocated to the unincorporated area, and
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21 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.

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24 F. The funds for the incorporated jurisdictions shall be allocated as follows:

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26 1. That portion of the monies brought to the fund based on a jurisdiction's population shall be allocated back to the jurisdiction, and
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29 2. That portion of the monies brought to the fund based on need characteristics shall be allocated according to need in the incorporated areas of the participating jurisdictions.

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32 G. Receipt of funds provided for in II (E) (1) and II (F) (1) (i.e.
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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 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 HUD 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 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 shall conduct appropriate citizen participation activities.
- C. Approval of activities shall be secured in the annual program and approval of projects must be secured in formal grant applications to the County.
- 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 provided

1 IV(B)(6). Review and prioritization shall be based upon the
2 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 designees (who shall be specified in writing by
7 the elected member, and who shall be the same person consistent-
8 ly from meeting to meeting): The King County Executive; two King
9 County Councilpersons to be selected by the Council; and three
10 elected officials of participating incorporated jurisdictions
11 selected by the Suburban Mayors Association. Members of the Com-
12 mittee shall serve at the pleasure of their respective appoint-
13 ing authorities. The chairperson of the committee shall be
14 chosen from among the members of the committee by a majority vote
15 of the members for a term of one year: Provided, that a represen-
16 tative of a suburban city shall be designated as Chairperson at
17 least once in every two years.

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

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

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gets proposed for inclusion in the annual program shall be prepared by 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 requirement 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 program in general, and the included projects in particular.

6. Administer the Housing and Community Development Program.

VI. RESPONSIBILITIES AND POWERS OF JURISDICTIONS

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

- A. Subject to review by the Committee, each participating jurisdiction shall determine the use of funds allocated to it based on population in a manner consistent with the Three Year Plan for Community Development developed cooperatively by the member jurisdictions, adopted by the Committee and approved by the King County Council. Disposition of monies in case of project invalidity or in case of excess funds remaining after project completion, shall be in accordance with II (I) above.
- B. The legislative authority of each participating jurisdiction shall approve or disapprove activities, areas and budgets submitted by its agents prior to approval by the Committee for inclusion in the annual program. Approval shall be given by motion or resolution.
- C. Parties to this Agreement shall submit drafts of project proposals to the staff for review as to consistency with objectives and guidelines prior to the presentation of the proposals to the committee and to the King County Council, where appropriate. Each participating jurisdiction shall fulfill to the County's satisfaction all relevant requirements of Federal laws and regulations which apply to the County as applicant, including assurances and certifications.

VII. RESPONSIBILITIES AND POWERS OF THE COUNTY

The County shall have the following responsibilities and powers:

- A. The King County Council shall have authority and responsibility for all policy matters including plan and project approvals, after review and recommendation by the Committee.
- B. The King County Executive, as administrator of this Housing and Community Development Program, shall have authority and responsibility

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sibility for all administrative requirements for which 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, the 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. This agreement shall extend through the 1982, 1983, 1984 program years.
- B. During the period of this Agreement, no included unit of local government can be removed from the urban county for Community Development Block Grant purposes.
- C. It is understood that by signing this Agreement the jurisdiction shall accept the Housing Assistance Plan and its "Realistic Annual Goals."
- D. 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.
- E. 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 corrections as to the population of any participant which is officially recognized by the Office of Program Planning and Fiscal Management.
- F. Participating jurisdictions shall be considered to be those jurisdictions which have signed this Agreement.
- G. Jurisdictions undertaking activities and/or projects with Block Grant funds distributed under this Agreement retain full civil

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and criminal liability as though these funds were locally generated.

H. The 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 the 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.

KING COUNTY, WASHINGTON

PARTICIPATING JURISDICTION

King County Executive

Signature of Designated Official

Official Title

Jurisdiction

APPROVED AS TO FORM

Deputy Prosecuting Attorney