

RESOLUTION NO. R 3117

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 1985 THROUGH 1987, 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, 1977, in regular meeting, the Kirkland City Council, by Resolution 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 agreement for such 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 1985-1987; 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 1985 funding year, and ending with the 1987 funding year.


Passed by majority vote of the Kirkland City Council in regular, open meeting this 17th day of September, 1984.

Signed in authentication thereof this 17th day of September, 1984.



MAYOR

ATTEST:



Director of Administration & Finance
(ex officio City Clerk)

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

THIS AGREEMENT, made this _____ day of _____, 1984
by and between 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, here-
after referred to as "the Act" will make Community Development Block
Grant, hereinafter referred to as "CDBG" funds available to the County of
King, hereinafter referred to as "King County", for expenditure during
the 1985-87 funding years; and

WHEREAS, the area encompassed by the county, exclusive of the cities
of Seattle, Bellevue, and Auburn, has been designated by the U.S. Depart-
ment of Housing and Urban Development, hereinafter referred to as "HUD",
as an urban county for the purpose of receiving CDBG funds; and

WHEREAS, the Act directs HUD to distribute to the urban county the
annual appropriation of CDBG funds based on the population character-
istics of the urban county; and

WHEREAS, the Act allows joint participation of units of general
government within an urban county, and a distribution of CDBG 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", to
provide overall guidance to the urban county, as described in Section IV
of this agreement; and

WHEREAS, the Committee approved and the King County Council adopted
by Motion 6006 a method establishing the allocation of the CDBG funds
received by the County as described in Section II of this Agreement; and

WHEREAS, the CDBG Regulations require the acceptance of both the
Housing Assistance Plan and the Annual Community Development Plan by
participating jurisdictions; and

1 WHEREAS, King County will undertake CDBG funded activities in par-
2 ticipating incorporated jurisdictions as specified in the Annual Com-
3 munity Development Plan by granting funds to those jurisdictions to carry
4 out such activities, and by undertaking such activities directly as are
5 authorized by amendment to this Agreement; and

6 WHEREAS, King County as the applicant is responsible to the Federal
7 Government for all activities undertaken with CDBG funds and will ensure
8 that all CDBG assurances and certifications King County is required to
9 submit to HUD with the Annual Statement will be met, and that CDBG funds
10 received annually by the County will be used principally for activities
11 that benefit low and moderate income persons as defined by HUD; and

12 WHEREAS, the Housing Assistance and Community Development Plan must
13 be revised annually by King County and participating jurisdictions and
14 submitted to HUD as part of an annual Statement, required to receive CDBG
15 funds; and

16 WHEREAS, the purpose of this Cooperation Agreement, which is entered
17 into pursuant to and in accordance with the State Interlocal Cooperation
18 Act, RCW Chap. 39.34, is to form an urban county consortium, herein
19 referred to as the "Consortium," for planning distribution and adminis-
20 tration of CDBG funds and for execution of activities in accordance with
21 and under authority of the Housing and Community Development Act of 1974,
22 as amended.

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

26 I. GENERAL AGREEMENT

27 King County and each participating jurisdiction agree to cooperate in
28 undertaking, or assisting in undertaking, community renewal and lower
29 income housing assistance activities, specifically urban renewal and
30 publicly assisted housing, as specified in the Community Development
31 Plan and Housing Assistance Plan portions of the Statement, for the
32 program years covered by the Agreement (1985-1987).

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1 II. DISTRIBUTION OF FUNDS

2 The Distribution within the county, exclusive of the cities of
3 Seattle, Bellevue, and Auburn of CDBG Entitlement Funds under Title I
4 of the Act shall be governed by the following provisions:

- 5 A. Five percent of the Entitlement amount shall be reserved for
6 administration of the CDBG Program by the County.
- 7 B. Ten percent of the monies remaining after II (A) shall be reserved
8 for allocation by the Committee with the concurrence of the
9 County Council for innovative projects sponsored jointly by two
10 or more member jurisdictions of the consortium. Projects shall
11 be consistent with the Annual Community Development Plan. These
12 Joint funds are part of the Needs Funds described in II(C).
- 13 C. Forty percent of the monies remaining after II(A) shall be re-
14 served for Needs funds. Needs funds shall be allocated at the
15 project level through competitive processes which evaluate sever-
16 ity of need and benefit to low and moderate income persons.
- 17 D. Fifty percent of the monies remaining after II(A) shall be re-
18 served for Population funds. Population funds shall be allocated
19 to each participating jurisdiction according to the process de-
20 scribed below in II(E)(2).
- 21 E. The monies described in II(C) and (D) shall be designated for
22 distribution to the unincorporated areas of the county, herein
23 referred to as "County funds," and the incorporated areas, herein
24 referred to as "Cities funds."
- 25 1. Needs funds (II (C)) shall be designated for distribution to
26 unincorporated (County) versus incorporated (Cities) areas
27 based on the percent of low and moderate income population,
28 as defined by HUD, in the County and Cities. Further dis-
29 tribution of the Needs funds within the County and Cities
30 shall take place through a competitive process.
- 31 2. Population funds (II (D)) shall be distributed to each in-
32 corporated area and the unincorporated area based on the
33 ratio of the number of low and moderate income persons within

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each jurisdiction to the total number of low and moderate income persons in the consortium.

- F. The "County funds" shall be allocated as follows:
 - 1. Population funds designated as "County funds" shall be allocated to the unincorporated area, and
 - 2. Needs funds designated as "County funds," shall be allocated according to need without regard to boundaries of participating jurisdictions.
- G. The funds for the incorporated jurisdictions shall be allocated as follows:
 - 1. Population funds designated to a jurisdiction based on the jurisdiction's low and moderate income population shall be allocated back to the jurisdiction, and
 - 2. Needs funds designated to the "Cities funds," shall be allocated according to need in the incorporated areas of the participating jurisdictions.
- H. Allocation of funds provided for in II (F) (1) and II (G) (1) (i.e. population monies) is contingent upon review of projects by the Committee, as provided in IV (B) (4).
- I. Allocation of funds provided for in II (F) (2) and II (G) (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 Annual Community Development Plan.
- J. 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 distributed. 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 redistributed to the fund of origin.

III. USE OF FUNDS: GENERAL PROVISIONS

- A. Each jurisdiction, the County and Suburban Cities, shall specify

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- activities and projects which it will undertake with these funds.
- B. Each jurisdiction shall conduct the appropriate citizen participation activities as required by HUD regulations.
- C. Approval of activities shall be secured in the annual program and approval of projects must be secured in formal grant applications to King County.
- D. General administrative costs incurred by each participating jurisdiction shall be paid for out of Population funds 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 (G)(1) which have not been allocated to a viable project by October of the program year in which the funds become available may be recaptured contingent upon review of projects by the Committee as provided in IV(B)(6) and redistributed to the Cities Needs fund.

IV. JOINT POLICY COMMITTEE

There shall be established a Joint Policy Committee.

- A. Composition. The Committee shall be composed of the following persons or their designees (who shall be specified in writing by the elected member, and who shall be the same person consistently from meeting to meeting): The King County Executive; two King County Councilpersons to be selected by the Council; and three elected officials of participating incorporated jurisdictions selected by the Suburban Cities Association. Members of the Committee shall serve at the pleasure of their respective appointing authorities. The chairperson and vice-chairperson of the committee shall be chosen from among the members of the committee by a majority vote of the members for a term of one year: Provided, that a representative of a suburban city shall be designated as Chairperson at least once in every two years.
- B. Powers and Duties. The Committee shall be empowered to:
 - 1. Review and recommend to the County Council all policy matters including allocation of funds.

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- 2. Review Housing and Community Development objectives, plans, programs, strategies, target areas, and funding levels for recommendation to the King County Council and other participating jurisdictions.
- 3. Review, recommend and adopt the Annual Community Development Plan required by HUD. The King County Community Development Block Grant Consortium Policy Plan including the Local Program Policies, herein referred to as the "Policy Plan," will be developed annually by the consortium to meet the HUD requirement for an annual community development plan. The Policy Plan will include program guidelines for project proposals submitted by participating jurisdictions and shall define community development needs to be addressed, target areas and populations to be assisted, and priorities for funding.
- 4. Review and approve project proposals for funding under II(F)(1) and (2) and II(G)(1) which are consistent with the King County Housing and Community Development Objectives.
- 5. Review specific project proposals submitted by participating jurisdictions for purposes of funding under II(B) and II(G)(2) and make recommendations to the jurisdictions and County Council for approval, disapproval, or modification.
- 6. Review staff suggestions for projects and programs to be evaluated and recommend projects and programs for evaluation.
- 7. Review plan and program disagreements between the County and other participating jurisdictions.

V. DUTIES OF THE KING COUNTY HOUSING AND COMMUNITY DEVELOPMENT DIVISION

STAFF

The King County Housing and Community Development Division 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

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and County policy guidelines, special conditions, and formal requirements related to the preparation of the Housing Assistance and the Annual Community Development Plan, (locally known as the Policy Plan), 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. Descriptions and budgets 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 Community Development Plan (locally known as the Policy Plan) 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 Community Development Plan

1 (locally known as the Policy Plan) to be prepared pursuant to
 2 this Agreement, including but not limited to collection and
 3 analysis of data; identification of problems, needs and their
 4 location; development of long and short term objectives; con-
 5 sideration of alternative strategies; and preparation of ac-
 6 tion year programs and budgets. Descriptions and budgets
 7 proposed for inclusion in the annual plan shall be prepared
 8 by agents of the parties to this Agreement.

- 9 4. Prepare and present project evaluation reports for selected
- 10 projects.
- 11 5. Present to the King County Council, as appropriate, the lo-
- 12 cally adopted annual program in general, and the included
- 13 projects in particular.
- 14 6. Administer the CDBG Program.

15 VI. RESPONSIBILITIES AND POWERS OF JURISDICTIONS

16 The jurisdictions, the County and Suburban Cities, participating in
 17 this Agreement shall have the following responsibilities and powers:

- 18 A. The County and Suburban Cities will develop annually a Consor-
- 19 tium-wide CDBG Policy Plan and local program policies which will
- 20 identify community development and housing needs in accordance
- 21 with the primary objective and requirements of the Act. This
- 22 Policy Plan including the local program policies will meet the
- 23 HUD requirement for an annual community development plan.
- 24 B. Subject to review by the Committee, each participating jurisdic-
- 25 tion shall determine the use of Population funds allocated to it
- 26 based on the jurisdiction's low and moderate income population in
- 27 a manner consistent with the Annual Community Development Plan
- 28 (locally known as the Policy Plan) developed cooperatively by the
- 29 member jurisdictions, adopted by the Committee and approved by
- 30 the King County Council. Disposition of monies in case of project
- 31 ineligibility or in case of excess funds remaining after project
- 32 completion, shall be in accordance with II (I).
- 33 C. The legislative authority of each participating jurisdiction

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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.

- D. 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 King County as applicant, including assurances and certifications described in part in VIII (D).

VII. RESPONSIBILITIES AND POWERS OF KING COUNTY

- King 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 CDBG Program, shall have authority and responsibility 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 CDBG Funds has sole responsibility for and assumes all obligations as the applicant in the execution of this CDBG 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 1985, 1986, and 1987 program years.
- B. During the period of this Agreement, no included unit of local

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government can resign from the urban county for CDBG purposes.

C. It is understood that by signing this Agreement the jurisdiction shall accept the Housing Assistance Plan and its "Realistic Annual Goals."

D. Parties to this Agreement must take all required actions to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.

E. 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.

F. Calculations for determining the number of low and moderate income persons residing in the County and Cities shall be based on the 1980 Census Data and the population figures of cities, towns and communities published by the State of Washington Office of Program Planning and Fiscal Management the November preceding the year funds become available.

G. Participating jurisdictions shall be considered to be those jurisdictions which have signed this Agreement.

H. Jurisdictions undertaking activities and/or projects with CDBG funds distributed under this Agreement retain full civil and criminal liability as though these funds were locally generated.

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

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

KING COUNTY, WASHINGTON

PARTICIPATING JURISDICTION

King County Executive

Signature of Designated Official

Official Title

Jurisdiction

APPROVED AS TO FORM

Phillip K. MacLeod
Deputy Prosecuting Attorney