

12/5/77

Introduced By: MINE LOYNE

Proposed No. 77-1121

MOTION NO. C3321

A MOTION authorizing the King County Executive to enter into an agreement with the participating incorporated municipal jurisdictions within King County for the purpose of planning the distribution of certain Block Grant Funds and execution under the Housing & Community Development Act of 1974, Amended.

WHEREAS, the Federal Government through adoption and administration of the Housing and Community Development Act of 1974 as amended will make funds available to King County for expenditure during the 1978-80 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 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 as 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 Community Development Plans by participating jurisdictions; and

WHEREAS, these plans must be realistic and a process needs to be established to settle 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 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

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WHEREAS, King County as the applicant is responsible to the Federal Government for all activities undertaken with Block Grant Funds; and

WHEREAS, these plans must be revised annually by King County and participating jurisdictions and submitted to HUD as part of an annual application; and

WHEREAS, the purpose of this Cooperation Agreement which is made pursuant to State Law 39.34 is to form the urban county arrangement for planning for distribution of certain Block Grant Funds and for execution under the Housing and Community Development Act of 1974;

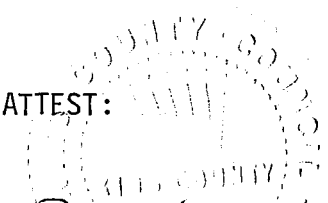
NOW, THEREFORE, BE IT MOVED by the Council of King County:

The King County Executive is authorized to enter into an Agreement with the participating incorporated municipal jurisdictions within King County for the purpose of planning, the distribution of certain Block Grant Funds and execution under the Housing and Community Development Act of 1974, Amended.

PASSED this 14th day of December, 1977

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Mike Lowery
Chairman

ATTEST:

Joan M. Rivens DEPUTY
Clerk of the Council

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

1
2 THIS AGREEMENT, made this _____ day of _____, 1977
3 by and between the governing body of King County and the undersigned
4 incorporated municipal jurisdiction within King County.

5 WITNESSETH:

6 WHEREAS, the Federal Government through adoption and administration of
7 the Housing and Community Development Act of 1974 as amended, hereafter
8 referred to as "the Act," will make funds available to the County of King
9 for expenditure during the 1978-80 funding years; and

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

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

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

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

22 WHEREAS, the Block Grant Regulations and King County Council Motion
23 No. 1808 require the acceptance of both the Housing Assistance and Community
24 Development Plans by participating jurisdictions; and

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

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

32 WHEREAS, King County as the applicant is responsible to the Federal
33 Government for all activities undertaken with Block Grant funds; and

1 WHEREAS, these plans must be revised annually by King County and
2 participating jurisdictions and submitted to HUD as part of an annual
3 application; and

4 WHEREAS, the purpose of this Cooperation Agreement which is made
5 pursuant to State Law 39.34 is to form the urban county arrangement for
6 planning for distribution of certain Block Grant Funds and for execution
7 under the Housing and Community Development Act of 1974;

8 NOW, THEREFORE, IT IS AGREED THAT:

9 I. GENERAL AGREEMENT

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

16 II. DISTRIBUTION OF FUNDS

17 The Distribution within King County, exclusive of Seattle and
18 Bellevue, of Community Development Block Grant Entitlement Funds
19 under Title I of the Act shall be governed by the following
20 provisions;

21 A. Ten percent of the entitlement amount shall be reserved for
22 allocation by the Joint Policy Committee with the concurrence
23 of the County Council for innovative projects sponsored jointly
24 by two or more member jurisdictions of the Consortium. Projects
25 shall be consistent with the Three Year Plan and Strategy for
26 Community Development. These funds are part of the Needs
27 Funds described in II (D)(2) and II (E)(2) below.

28 B. The monies remaining after II (A) above shall be divided into
29 two funds, one designated for the county and the second for the
30 incorporated areas, according to the monies brought to the fund
31 based on population, poverty (counted twice), and overcrowding,
32 provided that consideration be given in subsequent years to
33 the advantages of pooling all monies into a single fund.

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C. In determining the portions of monies attributable to population and need characteristics under II (D) and II (E) below, a minimum of fifty percent (50%) of all monies shall be assigned to the two funds based on need.

D. 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.

E. 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.
- 2. That portion of the monies brought to the fund based on need characteristics shall be allocated according to need in the incorporated areas.

F. The receipt of funds provided for in II (D)(1) and II (E)(1) (i.e. population monies) is contingent upon review of projects by the Committee, as provided in IV (B)(4).

G. Receipt of funds provided for in II (D)(2) and II (E)(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 Community Development Plan and Strategy.

H. 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

1 project applications. If the monies assigned to a project
2 exceed the actual cost, then the excess will be reallocated
3 to the fund of origin for similar redistribution.

4 III. USE OF FUNDS: GENERAL PROVISIONS

- 5 A. The jurisdiction shall specify activities and projects which
6 it will undertake with these funds.
- 7 B. The jurisdiction must conduct appropriate citizen participation
8 activities.
- 9 C. Approval of activities must be secured in the annual plan,
10 and approval of projects must be secured in formal grant
11 applications.
- 12 D. General administrative costs incurred by each participating
13 jurisdiction shall be paid for out of funds received based on
14 population or from local funds. Costs incurred in administering
15 projects shall be included in project costs.

16 IV. JOINT POLICY COMMITTEE

17 There shall be established a Joint Policy Committee.

- 18 A. Composition. The Committee shall be composed of the following
19 persons or their designee (who shall be specified in writing
20 by the elected member, and who shall be the same person
21 consistently from meeting to meeting): The King County
22 Executive, two King County Councilpersons to be selected by
23 the Council, and three elected officials of participating
24 incorporated jurisdictions selected by the Suburban Mayors
25 Association. Members of the Committee shall serve at the
26 pleasure of their respective appointing authorities. The
27 Chairperson of the Committee shall be chosen from among the
28 members of the Committee by a majority vote of the members
29 for a term of one year, PROVIDED that a representative of a
30 suburban city shall be designated as Chairperson at least
31 once in every two years.
- 32 B. Powers and Duties. The Committee shall be empowered to:
- 33 1. Review and recommend to the County Council all policy

1 matters including allocation of funds.

- 2 2. Review Housing and Community Development objectives, plans,
- 3 programs, strategies, target areas, and funding levels
- 4 for recommendation to the King County Council and other
- 5 participating jurisdictions.
- 6 3. Review and recommend program guidelines for project
- 7 proposals submitted by participating jurisdictions. These
- 8 guidelines shall define Community Development needs to
- 9 be addressed, target areas and populations to be assisted,
- 10 and priorities for funding.
- 11 4. Review and approve project proposals for funding under
- 12 II (D)(1) and II (E)(1) which are consistent with the
- 13 King County Housing and Community Development Objectives.
- 14 5. Review specific project proposals submitted by participating
- 15 jurisdictions for purposes of funding under II (D)(2)
- 16 and II (E)(2) and recommend to them and the County Council
- 17 their approval, disapproval, or alteration.
- 18 6. Review staff suggestions for projects and programs to be
- 19 evaluated and recommend projects and programs for evaluation.
- 20 7. Be the arbitrator of plan and program disagreements between
- 21 King County and other participating jurisdictions.

22 V. DUTIES OF THE KING COUNTY STAFF

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

25 A. Responsibilities to the Committee. The staff shall:

- 26 1. Solicit and present to the Committee all applicable
- 27 Federal and County policy guidelines, special conditions,
- 28 and format requirements related to the preparation of
- 29 the Housing Assistance and Community Development Plans
- 30 and related to administration of the programs under
- 31 these plans.
- 32 2. Prepare and present written materials required by HUD and
- 33 the King County Council as components of the annual King

1 County Housing Assistance and Community Development Plans
2 to be prepared pursuant to this Agreement, including but
3 not limited to: collection and analysis of data;
4 identification of problems, needs and their locations;
5 development of long and short term objectives; consideration
6 of alternative strategies; and preparation of action year
7 program and budgets, except that the initial activity
8 descriptions and budgets proposed for inclusion in the
9 annual plan shall be prepared by agents of the parties
10 to this Agreement.

11 3. Recommend target areas to be addressed, target populations
12 to be assisted and policies for funding.

13 4. Prepare and present to the Committee project evaluation
14 reports for selected projects.

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

17 1. Solicit and present all applicable Federal and County
18 policy guidelines, special conditions, and format
19 requirements related to the preparation of the Housing
20 Assistance Plan and Community Development Plan and
21 related to program administration.

22 2. Identify supplemental sources of funding to increase the
23 participating jurisdiction's capability to conduct
24 effective Community Development activities.

25 3. Prepare and present written materials required by HUD and
26 the King County Council as components of the annual King
27 County Housing Assistance and Community Development Plans
28 to be prepared pursuant to this Agreement, including but
29 not limited to collection and analysis of data; identification
30 of problems, needs and their location; development of long
31 and short term objectives; consideration of alternative
32 strategies; and preparation of action year programs and
33 budgets. The initial activity descriptions and budgets

1 proposed for inclusion in the annual plan shall be
2 prepared by agents of the parties to this Agreement.

3 4. Prepare and present project evaluation reports for
4 selected projects.

5 5. Present to the King County Council, as appropriate, the
6 locally adopted annual plan in general, and the included
7 projects in particular.

8 6. Administer the Housing and Community Development Program.

9 VI. RESPONSIBILITIES AND POWERS OF JURISDICTIONS

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

12 A. Subject to review by the Committee, each participating
13 jurisdiction shall determine the use of funds allocated to
14 it based on population in a manner consistent with the Three
15 Year Community Development Plan and Strategy developed
16 cooperatively by the member jurisdictions, adopted by the
17 Joint Policy Committee and approved by the King County Council.
18 Disposition of monies in case of project invalidity or in
19 case of excess funds remaining after project completion,
20 shall be in accordance with II (H) above.

21 B. The legislative authority of each participating jurisdiction
22 shall approve or disapprove activities, areas and budgets
23 submitted by its agents prior to approval by the Committee
24 for inclusion in the annual plan. Approval shall be given
25 by motion or resolution.

26 C. Parties to this Agreement shall submit drafts of project
27 proposals to the staff for review as to consistency with
28 objectives and guidelines prior to the presentation of the
29 proposals to the Committee and to the King County Council,
30 where appropriate. Each participating jurisdiction shall
31 fulfill to King County's satisfaction all relevant requirements
32 of Federal laws and regulations which apply to King County
33 as applicant, including assurances and certifications.

1 VII. RESPONSIBILITIES AND POWERS OF KING COUNTY

2 King County shall have the following responsibilities and powers:

- 3 A. The King County Council shall have authority and responsibility
- 4 for all policy matters including plan and project approvals,
- 5 after review and recommendation by the Committee.
- 6 B. The King County Executive, as administrator of this Housing
- 7 and Community Development Program, shall have authority and
- 8 responsibility for all administrative requirements for which
- 9 the County is responsible to the Federal Government.
- 10 C. The King County Executive shall have authority and responsibility
- 11 for all fund control and disbursements.
- 12 D. Notwithstanding any other provision contained in this Agreement,
- 13 King County as the applicant for Block Grant Funds has sole
- 14 responsibility for and assumes all obligations as the applicant
- 15 in the execution of this Community Development Program.
- 16 Nothing contained in this Agreement shall be construed as
- 17 an abdication of those responsibilities and obligations.

18 VIII. GENERAL TERMS

- 19 A. Any party to this Agreement shall be permitted to withdraw
- 20 from this Agreement at the end of 1978, 1979, or 1980
- 21 program years upon three months written notice to each of
- 22 the other parties.
- 23 B. It is understood that by signing this Agreement the jurisdiction
- 24 shall accept the Housing Assistance Plan and its "Realistic
- 25 Annual Goals."
- 26 C. It is recognized that amendment of the provisions of this
- 27 Agreement may become necessary, and such amendment shall take
- 28 place when both parties have executed a written addendum
- 29 to this Agreement.
- 30 D. Population figures as used herein shall refer to "The Official
- 31 Population of Cities, Towns and Counties" as published
- 32 annually by the State of Washington Office of Program
- 33 Planning and Fiscal Management, subject to any later adjustments

1 or correction as to the population of any participant which
2 is officially recognized by the Office of Program Planning
3 and Fiscal Management.

4 E. Participating jurisdictions shall be considered to be those
5 jurisdictions which have signed this Agreement.

6 F. The duration of this Agreement shall be three program years.

7 G. Jurisdictions undertaking activities and/or projects with
8 these Block Grant funds retain full civil and criminal
9 liability as though these funds were locally generated.

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

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

20
21 PARTICIPATING JURISDICTION:

KING COUNTY, WASHINGTON

22
23 _____
24 DESIGNATED OFFICIAL

25 _____
26 JOHN D. SPELLMAN
27 KING COUNTY EXECUTIVE