

May 10, 1993

CYNTHIA SULLIVAN

INTRODUCED BY

Derdowski
Phillips
Sims

PROPOSED NO. 93-344

10834

ORDINANCE NO.

AN ORDINANCE relating to the Community Development Block Grant program; and authorizing the county executive to enter into a three-year interlocal cooperation agreement with participating jurisdictions within King County for the purposes of administering the Community Development Block Grant and other federal grants from the United States Department of Housing and Urban Development received on behalf of the Consortium, and undertaking community development and housing activities within those jurisdictions.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The county executive is hereby authorized to enter into an interlocal cooperation agreement(s) with those cities eligible and willing to participate with King County in an urban consortium for the purposes of administering federal Housing and Urban Development Community Development Block Grant and HOME Investment Partnerships Program funds, and planning and undertaking community development and housing activities within the consortium.

SECTION 2. Pursuant to King County Charter Section 495 and K.C.C. 4.04.040(B)(5), the county council hereby further authorizes the county executive to enter into attached interlocal agreements, which are anticipated to be in effect for a three-year period, thereby requiring the payment of funds from appropriations of subsequent fiscal years.

INTRODUCED AND READ for the first time this 10th day of May, 1993.

PASSED THIS 17th day of May, 1993

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Audrey Singer
Chair

ATTEST:

Gerald A. Felton
Clerk of the Council

APPROVED this 21st day of May, 1993.

Jim Hill
King County Executive

Attachments:

- A. Endorsement of the CDBG Consortium's 1994-1996 Interlocal Cooperation Agreements

ENDORSEMENT OF THE CDBG CONSORTIUM'S
1994-1996 INTERLOCAL COOPERATION AGREEMENT

10834

The Executive proposed 1994-1996 CDBG Consortium Interlocal Cooperation Agreement (ICA) was developed over the last three months with input from the ICA Working Group, comprised of County and city staff. The major changes within the ICA include the following:

1. Creation of a Public Services Setaside

A public services setaside fund totaling \$300,000 will be subtracted from the Consortium's entitlement along with the administrative setaside. This public services setaside will be used to fund regional public service activities, such as homelessness prevention and homeownership opportunities, in support of the affordable housing requirements under the Growth Management Act. Jurisdictions within the Consortium will thus be contributing to the affordable housing human service requirements. Cities will still be required to meet the affordable housing capital requirements.

The public service setaside fund will be administered by the County with support from a Working Group of city and County staff. The Working Group will help develop policies, priorities, and an application process. They will also help review proposals and make recommendations to the Joint Policy Committee.

2. Change in Pass-through City Qualification Requirements

Under the proposed new ICA, cities can qualify for a direct share of entitlement funds if their share of the adjusted CDBG grant amount (based upon their share of the Consortium's low- and moderate-income persons as defined by HUD) equals \$50,000 or more AND the city agrees to comply with Consortium requirements for pass-through responsibilities as outlined in the ICA. These responsibilities have been more clearly spelled out in the proposed new ICA. Cities which are not able to meet the basic responsibilities will lose their pass-through status.

The current ICA allows cities to qualify if their share is \$25,000 or more; there is little reference to attendant responsibilities. The change in the dollar threshold will not affect any current Pass-through Cities. Cities which do not qualify for pass-through status will continue to compete for dollars under the County and Small Cities Fund.

3. Change in Process for City Requests of Additional Planning/Administration Ceiling

The new ICA will make more planning/administration dollars available to the Pass-through Cities.

Pass-through Cities may reserve a portion of their entitlement share (based upon their share of the Consortium's low- and moderate-income persons) for planning and administration (to cover either CDBG program

administration or to implement a CDBG-eligible planning project) and for public service activities. Cities may also request to use additional administrative funds if ceiling is available and provided that the city: (1) runs a competitive CDBG application process, and (2) staff participates in Consortium-wide planning activities.

The distribution of the planning and administration ceiling and the public service ceiling was changed to be more equitable between the Pass-through Cities and the County and Small Cities Funds. The amount of planning and administration and public service funds available to the Cities and County Funds will be based on each jurisdiction's share of low-and moderate-income persons multiplied by the available ceiling. Cities may also request the use of additional administrative funds if ceiling is available and the city meets additional requirements.

The current ICA bases the amount of planning and administration and public service funds on a set percentage of each city's entitlement share which is calculated in the spring. This method provides a lower amount for the cities with no opportunity for increased funds.

4. Other Changes Recommended by Working Group, but Not Included in Proposed ICA

The Working Group made two additional recommendations: (1) to replace the Joint Policy Committee (JPC) consisting of elected officials with a "Joint Recommendations Committee" consisting of high level staff, and (2) to add additional restrictions to what the County may charge to administration. These ideas need additional exploration. Since the Consortium must meet a HUD-imposed deadline, they are not included in the proposed ICA at this time; however, the Consortium may amend the three-year agreement next year.

On April 15th, the JPC endorsed the King County CDBG Consortium 1994-1996 Interlocal Cooperation Agreement as proposed, and directed the Planning and Community Development Division to consult further with Consortium Cities and bring a recommendation to the JPC in the spring of 1994 regarding the two changes that need additional exploration.

ENDORSEMENT OF THE HOME CONSORTIUM'S 1994-1996 INTERLOCAL COOPERATION AGREEMENT

On April 15th, the JPC endorsed the 1994-1996 HOME Consortium Interlocal Cooperation Agreement negotiated by the HOME Working Group (made up of County and city staff). This ICA defines the structure of the King County HOME Consortium, the process for developing policies and making funding decisions, and program administration.

The 1994-1996 HOME ICA allows for an administrative setaside to be taken off the top of the grant. The 1992 amendments to the 1990 National Affordable Housing Act allowed grantees for the first time to use HOME funds for administrative costs.

OFFICE OF THE PROSECUTING ATTORNEY
KING COUNTY, WASHINGTON
CIVIL DIVISION

10834

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April 1, 1993

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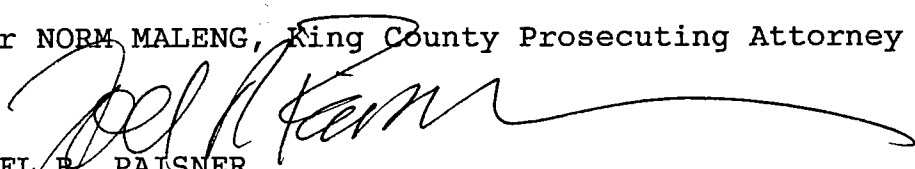
RE: Community Development Block Grant Interlocal Cooperation Agreement

Dear Mr. Reid:

I have recently reviewed the interlocal cooperation agreement to be entered into between King County and members of the Community Development Block Grant Urban Consortium. I hereby certify that the interlocal cooperation agreement as drafted provides legal authority for the county to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing. King County is authorized under the Washington State Constitution, the King County Charter, state statutes and county ordinances to comply with the provisions of this agreement and carry out essential community development and housing assistance activities. This agreement, therefore, has been approved as to form and legality by this office.

Very truly yours,

For NORM MALENG, King County Prosecuting Attorney


JOEL R. PAISNER
Deputy Prosecuting Attorney

cc: Linda Peterson, Chief, Community Development Section

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 _____, 1993 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, hereinafter 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 1994-1996 funding years; and

WHEREAS, the area encompassed by the county, exclusive of the cities of Auburn, Bellevue, Federal Way, and Seattle, has been designated by the United States Department 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 characteristics 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 CDBG Regulations require the acceptance of both the Comprehensive Housing Affordability Strategy and the annual Community Development Plan by participating jurisdictions; and

WHEREAS, King County will undertake CDBG funded activities in participating incorporated jurisdictions as specified in the annual Community Development Plan hereinafter referred to as the King County CDBG Consortium Policy Plan and the Comprehensive Housing Affordability Strategy by granting funds to those jurisdictions to carry out such activities, 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 government for all activities undertaken with CDBG funds and will ensure that all CDBG assurances and certifications King County is required to submit to HUD with the annual Final Statement will be met; and

WHEREAS, King County and the participating jurisdictions are committed to targeting CDBG funds to ensure benefit to low- and moderate-income persons as defined by HUD; and

WHEREAS, King County and its consortium members recognize that the needs of low- and moderate-income persons may cross jurisdictional boundaries and can therefore be considered regional needs; and

WHEREAS, the Comprehensive Housing Affordability Strategy and the King County CDBG Consortium Policy Plan must be revised annually by King County and participating jurisdictions and submitted to HUD as part of an annual Final Statement, required to receive CDBG funds; 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 consortium, hereinafter referred to as the Consortium, for planning the distribution and administration of CDBG and other federal funds received on behalf of the Consortium from HUD, and for execution of activities in accordance with and under authority of the Housing and Community Development Act of 1974, as amended;

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

1. GENERAL AGREEMENT

King County and each participating jurisdiction agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, as specified in the King County CDBG Consortium Policy Plan and Comprehensive Housing Affordability Strategy, funded from annual Community Development Block Grants from federal Fiscal Years 1994, 1995, and 1996 appropriations, from recaptured funds allocated in those years, and from any program income generated from the expenditure of such funds.

11. GENERAL DISTRIBUTION OF FUNDS

The distribution within the County, exclusive of the Cities of Auburn, Bellevue, Federal Way, and Seattle, of CDBG Entitlement Funds under Title I of the Act shall be governed by the following provisions:

A. The amount needed for administration of the Consortium's CDBG and other federal programs which benefit the Consortium, less County charges for overhead, shall be reserved by the County. This amount, hereinafter referred to as the administrative setaside, is contingent upon review by the Joint Policy Committee, hereinafter referred to as the Committee, as provided in VIII(B)(1), and approval by the King County Council, as provided by XI(A) and XI(B).

B. In addition, each year \$300,000 will be subtracted from the entitlement and reserved for public service activities in support of the Affordable Housing requirements under the implementation of the state Growth Management Act (RCW 36.70A). This public service setaside will be administered by the county with input from a working group of city and county staff. This working group will develop policies, define priorities, conduct an RFP process, and review proposals. The Joint Policy Committee will review all policies, recommend priorities, and make funding recommendations to the King County Council.

C. Of the grant amount remaining after II(A) and II(B), hereinafter referred to as the adjusted grant amount, any city which is a participant in this Agreement may elect to receive a direct share, hereinafter referred to as a pass-through, given that:

1. This share of the adjusted grant amount is based upon the city's share of the Consortium's low- and moderate-income persons, as defined by HUD; and

2. This share equals \$50,000 or more; and

3. The participating city agrees to abide by Consortium requirements to receive a direct pass-through of CDBG funds or their ability to receive a direct entitlement share will be revoked. The responsibilities of these pass-through jurisdictions are defined under X. RESPONSIBILITIES AND POWERS OF JURISDICTIONS. Participating cities may elect not to receive a direct pass-through but may compete for County and Small Cities Funds.

D. The funds remaining in the adjusted grant amount after II(C) shall be referred to as the County and Small Cities Fund, and shall be allocated on a competitive basis to projects serving the cities not qualifying to receive or not electing to receive a pass-through and serving the unincorporated areas (County).

E. If the monies assigned to a project during the period of this Agreement exceed the actual cost, or if the project is later reduced or cancelled, then the excess monies, hereinafter referred to as recaptured funds, will be redistributed as follows:

1. Administrative setaside funds, as defined in II(A) and public service setaside as defined in II(B), which are recaptured shall return to the Consortium and be distributed to the Pass-through Cities and County and Small Cities Funds according to their share of the Consortium's low- and moderate-income persons, as defined by HUD.
 2. Funds recaptured from a project funded through a city's pass-through, as defined in II(E), shall return to the city's pass-through fund, unless the city no longer qualifies for a pass-through as provided in II(C) (3), in which case the funds return to the County and Small Cities Fund.
 3. Funds recaptured from a project funded through the County and Small Cities Fund, as defined in II(D), shall return to the County and Small Cities Fund.
- F. Unallocated or recaptured funds from 1987 and prior years (e.g., unallocated or recaptured "Population," "Needs," or "Joint" funds) shall return to the Consortium and be distributed to the Pass-through Cities and the County and Small Cities Funds according to their share of the Consortium's low- and moderate-income persons, as defined by HUD.
- G. Funds received by a jurisdiction or CDBG subrecipient generated from the use of CDBG funds, hereinafter referred to as program income, shall return to the fund which generated the program income as follows, unless exception is specifically recommended by the Joint Policy Committee and approved by the King County Council:
1. Program income generated through the interim finance ("CD float") loan, which uses all or a portion of the Consortium's total available CDBG funds, shall return to the Consortium and be distributed to the Pass-through Cities and County and Small Cities Funds according to their share of the Consortium's low- and moderate-income persons, after reserving the amount needed to pay for the direct costs (e.g., attorney and bank fees, advertising costs, contract compliance costs), of the negotiation and implementation of the CD float loan project.
 2. Program income generated from a project (including housing repair) funded through a city's pass-through, as defined in II(C), shall return to the city's pass-through fund, unless the city no longer qualifies for a pass-through as provided in II(C)(3), in which case the program income returns to the County and Small Cities Fund.
 3. Program income generated from a project (including housing repair) funded through the County and Small Cities Fund, as defined in II(D), shall return to the County and Small Cities Fund.
 4. Program income generated from projects funded in 1987 (except for housing repair) and prior years shall return to the Consortium and be distributed to the Pass-through Cities and the County and Small Cities Funds according to their share of the Consortium's low- and moderate-income persons, as defined by HUD. Housing repair program income shall return to the housing repair program.

III. USE OF FUNDS: GENERAL PROVISIONS

- A. The County and each of the Pass-through Cities shall specify activities and projects which it will undertake with the funds described in II above.
- B. The County and each of the Pass-through Cities shall ensure that scarce CDBG funds are targeted to activities which can document predominant (51%) benefit to low- and moderate-income people and that the overall program meets or exceeds HUD's requirements for the percentage of funds spent to benefit low- and moderate-income persons in King County.
- C. Pass-through Cities may exchange their CDBG funds with other Pass-through Cities for general revenue funds. The use of general revenue

- A. The participating jurisdiction must inform King County of any income generated by the expenditure of CDBG funds received by the participating jurisdiction.
- B. Any such program income is subject to requirements set forth in Section II(G) of the Agreement.
- C. Any program income the participating jurisdiction is authorized to retain may only be used for eligible activities in accordance with all CDBG requirements as may then apply.
- D. King County has the responsibility for monitoring and reporting to HUD on the use of any such program income and thereby requires appropriate recordkeeping and reporting by the participating jurisdiction as may be needed for this purpose.
- E. In the event of close-out or change in status of the participating jurisdiction any program income, that is on hand or received subsequent to the close-out or change in status, shall be paid to King County Consortium.

VI. PROGRAM INCOME

A Pass-through City may reserve a portion of its entitlement share to cover public service activities, however, the amount must be reserved in the spring and will be based upon the city's proportion of low- and moderate-income persons, as defined by HUD.

V. USE OF PUBLIC SERVICE FUNDS

- 1. Planning ceiling is available;
- 2. The city runs a competitive process for the distribution of the CDBG funds; and
- 3. City staff participate in Consortium-wide planning processes such as development of the Comprehensive Housing Affordability Strategy, and the HOME Consortium Working Group.
- C. Requests from Pass-through Cities to use the balance of planning ceiling, if available, to cover additional administrative costs will take priority over requests for planning projects.
- D. Pass-through City staff who are supported with administrative funds would also be expected to assist in preparing and/or presenting information to the Joint Policy Committee.

IV. USE OF ADMINISTRATION FUNDS

- A. A Pass-through City may reserve a portion of its entitlement share to cover administrative costs of its local CDBG Program or to fund planning projects, however, this amount must be reserved in the spring and it will be based upon the city's proportion of low- and moderate-income persons, as defined by HUD.
 - B. In addition to the responsibilities outlined in X. RESPONSIBILITIES AND POWERS OF JURISDICTIONS, Pass-through Cities may use additional pass-through funds to cover part of their administrative costs if:
 - 1. Planning ceiling is available;
 - 2. The city runs a competitive process for the distribution of the CDBG funds; and
 - 3. City staff participate in Consortium-wide planning processes such as development of the Comprehensive Housing Affordability Strategy, and the HOME Consortium Working Group.
 - C. Requests from Pass-through Cities to use the balance of planning ceiling, if available, to cover additional administrative costs will take priority over requests for planning projects.
 - D. The County and each of the Pass-through Cities shall conduct the appropriate citizen participation activities as required by HUD regulations.
 - E. Approval of projects must be secured through formal grant applications (proposals) to King County; approval of activities shall be secured when the annual program is approved or amended.
 - F. General administrative costs incurred by Pass-through Cities shall be paid for out of the pass-through or from local funds. Costs incurred in administering specific projects may be included in project costs.
- funds obtained by a Pass-through City in this manner shall be consistent with the general intent of the community development program, but shall not be considered CDBG program income.

VII. REAL PROPERTY

- A. Participating jurisdictions owning community facilities acquired or improved in whole or in part using CDBG funds, must comply with change of use restrictions as required by HUD and the policies adopted by the Joint Policy Committee as found in the annual King County CDBG Consortium Policy Plan.
- B. The participating jurisdiction must notify King County prior to any modification or change in the use of real property acquired or improved in whole or in part using CDBG funds. This includes any modification or change in use from that planned at the time of the acquisition or improvement, including disposition.
- C. The jurisdiction shall reimburse King County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations.
- D. Program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between the county and the participating jurisdiction shall be subject to the requirements set forth in Section II(G) and Section VI.

VIII. JOINT POLICY COMMITTEE

There shall be established a Joint Policy Committee.

- A. Composition. The Committee shall be composed of the following elected officials or their designees (who shall be specified in writing by the elected member, and who should, where possible, be the same person consistently from meeting to meeting): the King County Executive; two King County Councilmembers to be selected by the Council every January; and two elected officials of participating Pass-through Cities and one elected official of a small city participating in the County and Small Cities Fund. The cities' officials shall be selected by the Suburban Cities Association every January. 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 beginning the first meeting of the calendar year, if possible, provided that a representative of a 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 King County Council all policy matters on the Consortium's CDBG and HOME Program including the amount of administrative setaside and priorities governing the use of the public services setaside.
 2. Review, recommend and adopt the Comprehensive Housing Affordability Strategy and the annual Community Development Plan required by HUD. The King County CDBG Consortium Policy Plan, hereinafter 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 Consortium-wide policies and program guidelines governing CDBG funded projects.
 3. Review plan and program disagreements between the County and participating jurisdictions, and offer recommendations to the King County Council.

IX. DUTIES OF THE KING COUNTY PLANNING AND COMMUNITY DEVELOPMENT DIVISION STAFF

Those King County Planning and Community Development Division Staff which are funded through the administrative setaside, hereinafter referred to as the Staff, shall fulfill the following duties:

A. The County, with the assistance of the cities, will develop annually a Consortium-wide Comprehensive Housing Affordability Strategy and the King County CDBG Consortium Policy Plan. In addition, the Pass-through Cities and the County will each develop local program policies which will identify community development and housing needs in cities which will identify community development and housing needs in

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

RESPONSIBILITIES AND POWERS OF JURISDICTIONS

X.

- 8. Upon request by a Pass-through City, staff will develop, administer, and implement a city's CDBG funded contract. Additionally, multi-jurisdictional projects funded by King County and/or one or more cities, will be developed and implemented by Staff.
- 7. Administer the Consortium's CDBG Program, including monitoring and enforcing compliance with the federal wage and relocation requirements.
- 6. Present to the King County Council the Consortium's annual program for adoption.
- 5. Prepare and present to the King County Executive and Council material necessary for the approval of the County and Small Cities portion of the annual program.
- 4. Prepare and where applicable present project review reports for proposed projects.
- 3. Identify supplemental sources of funding to increase the participating jurisdictions' capability to conduct effective community development activities.
- 2. Prepare and present written materials required by HUD and the King County Council as components of the annual King County Comprehensive Housing Affordability Strategy and the King County CDBG Consortium Policy Plan 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 the administrative budget.
- 1. Solicit and present all applicable federal and County policy guidelines, special conditions, and format requirements related to program administration.

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

- 3. Prepare and present to the Committee policy evaluation reports or recommendations, and any other material deemed necessary by the Committee to help the Committee fulfill its powers and duties.
 - 2. Prepare and present written materials required by HUD and the King County Council as components of the annual King County Comprehensive Housing Affordability Strategy and the King County CDBG Consortium Policy Plan 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 the administrative budget.
 - 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 Comprehensive Housing Affordability Strategy and the Annual King County CDBG Consortium Policy Plan, and related to administration of the programs under these plans.
- A. Responsibilities to the Joint Policy Committee. The Staff shall:

the Pass-through Cities and in the balance of the County, respectively in accordance with the primary objective and requirements of the Act. This Policy Plan, including the local program policies, will meet the HUD requirement for an annual Community Development Plan.

- B. The policies outlined within the King County CDBG Consortium Policy Plan for the County and the Pass-through Cities will be consistent with local comprehensive plans being developed under the Growth Management Act.
- C. Each Pass-through City shall continue to adopt a local program policy that commits the city to examining its role in recognizing and addressing regional or Consortium-wide needs through a coordinated funding approach with other jurisdictions and the County. The public services setaside referenced under II(B) is one effort in this direction.
- D. Each Pass-through City shall exercise local discretion in determining the use of its pass-through funds in a manner consistent with the Comprehensive Housing Affordability Strategy and the Policy Plan including the Pass-through City's local program policies.
- E. Pass-through City staff will be responsible for sending the County timely notification of the citizen participation activities referenced under III(D).
- F. The legislative authority of each Pass-through City shall approve or disapprove activities, areas, and budgets submitted by its agents for inclusion in the annual program. Approval shall be given by motion or resolution. Notice of these actions should be complete and forwarded to the County in a timely manner.
- G. Pass-through City staff shall review all project proposals for consistency with threshold requirements and consortium-wide and other federal requirements prior to submission to the County and prior to presentation of the proposals to the King County Council for approval with the rest of the Consortium's annual program.
- H. The legislative authority of each small city submitting proposals for use of the County and Small Cities Funds shall approve such applications by motion or resolution.
- I. King County shall determine, with the advice of representatives from small cities, the use of the County and Small Cities Funds in a manner consistent with the Policy Plan including its local program policies.
- J. 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 XII(D).
- K. Jurisdictions participating under this Agreement have certified that they have adopted and are enforcing local policies which:
 1. prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within jurisdictions.
- L. Pursuant to 24 CFR 570.501(b), all participating units of local government are subject to the same requirements applicable to subrecipients, excluding the County's Minority and Womens' Business Enterprises requirements. The applicable requirements include, but are not limited to, a written agreement with the County which complies with 24 CFR 570.503 and includes provisions pertaining to the following items: statement of work; records and reports; program income; uniform administrative items; other program requirements; conditions for religious organizations; suspension and termination; and reversion of assets.

- D. Parties to this Agreement must take all required actions necessary to assure compliance with King County's certification required by Section 104(b) of Title I of the Housing and Community Development
- C. It is understood that by signing this Agreement the jurisdictions shall agree to comply with the policies and implementation of the King County CDBG Consortium Policy Plan and the approved Comprehensive Housing Affordability Strategy.
- B. Pursuant to 24 CFR Part 570.307(d)(2), during the period of qualification (1994-1996) no included unit of general local government may withdraw from nor be removed from the urban county for HUD's grant computation purposes.
- A. This Agreement shall extend through the 1994, 1995 and 1996 program years, or, if the federal government should end King County's CDBG entitlement status before that time, through the completion of CDBG activities in the participating city. King County, as the official applicant, shall have the authority and responsibility to ensure that any property acquired or assisted with CDBG funds is disposed of or used in accordance with federal regulations.

XII. GENERAL TERMS

- F. Notwithstanding any other provision contained in this Agreement, the County as the applicant for CDBG funds has responsibility for and assumes all obligations as the applicant in the execution of this CDBG Program, including final responsibility for selecting activities and annually filing Final Statements with HUD. Nothing contained in this Agreement shall be construed as an abdication of those responsibilities and obligations.
- E. The King County Executive shall have authority and responsibility for all fund control and disbursements.
- D. 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.
2. The requested change is in the County and Small Cities portion of the adopted annual program, and it is limited to a change of project scope or change of project implementor in a specific project, and it is requested by the subrecipient, and the change is made in consultation with the Councilmember in whose district the project is located.
1. The requested change is to a Pass-through City's portion of the adopted annual program, and the change is requested by the legislative body of the Pass-through City; or
- C. The King County Executive shall have the authority and responsibility to approve requested changes to the adopted annual CDBG Program in the following circumstances:
- B. The King County Council shall have authority and responsibility for all fund allocation matters, including the approval of the annual administrative setaside and the approval and adoption of the Consortium's annual CDBG Program (annual CDBG budget).
- A. The King County Council shall have authority and responsibility for all policy matters, including the Consortium-wide Policy Plan and the Comprehensive Housing Affordability Strategy, upon review and recommendation by the Joint Policy Committee.
- King County shall have the following responsibilities and powers:

XI. RESPONSIBILITIES AND POWERS OF KING COUNTY

- M. All participating units of local government understand that they may not apply for grants under the Small Cities or State CDBG Programs during the period of participation in this Agreement.

Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, (Title III of the Civil Rights Act), the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, The Americans with Disabilities Act of 1990, and other applicable laws.

- E. No CDBG funds shall be expended for activities in, or in support of any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.
- F. It is recognized that amendment of the provisions of this Agreement may become necessary, and such amendment shall take place when all parties have executed a written addendum to this Agreement.
- G. Calculations for determining the number of low- and moderate-income persons residing in the County and cities shall be based upon interim calculations of 1990 Census data, until such time as official HUD approved 1990 Census data becomes available, and on the official annual estimates of populations of cities, towns and communities published by the State of Washington Office of Program Planning and Fiscal Management.
- H. Participating jurisdictions shall be considered to be those jurisdictions which have signed this Agreement.
- I. 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.
- J. 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.
- K. 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

Tim Hill, King County Executive

Signature of Designated Official

Name of Designated Official (Print)

Official Title

City or Town

C117 (4/2/93)

10834

**JOINT COOPERATION AGREEMENT
BETWEEN KING COUNTY, AS AN URBAN COUNTY, AND
THE CITY OF _____
FOR PURPOSES OF THE HOME INVESTMENT PARTNERSHIPS PROGRAM**

This Agreement is entered into between King County, as an urban county pursuant to 24 CFR Subpart 92.2 and Subpart 570.3, hereinafter referred to as "County", and the City of _____ hereinafter referred to as "City", said parties to the Agreement each being a general local governmental unit of the State of Washington. This Agreement is made pursuant to RCW 39.34, the Intergovernmental Cooperation Act.

The City of _____ and King County agree that it is mutually desirable and beneficial to enter into a consortium arrangement pursuant to and authorized by 24 CFR Part 92 for purposes of the HOME Investment Partnerships Program, hereinafter referred to as "HOME Program", of the National Affordable Housing Act of 1990, as amended.

II. AGREEMENT

1. The City and the County agree to cooperate to undertake or assist in undertaking HOME Program housing assistance activities which are eligible under 24 CFR Part 92.

2. The County is hereby authorized to act as the representative member on behalf of the Consortium for the purposes of the HOME Program, by which it agrees to assume overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with federal requirements, including requirements concerning the Comprehensive Housing Affordability Strategy (CHAS), and in compliance with the housing objectives of the City and the County as adopted in the CHAS. The City agrees to cooperate fully with the County in the development and preparation of the CHAS, and to prepare and provide those elements specifically pertaining to the City.

3. This Agreement shall remain in full force and effect for the period necessary to plan and carry out all activities that will be funded from HOME funds awarded for the 1994, 1995, and 1996 federal fiscal years, which coincides with the Agreement for the Distribution and Administration of Community Development Block Grant, or until the County's designation as a participating HOME jurisdiction is rescinded by the United States Department of Housing and Urban Development, or until such time as the County no longer qualifies as an urban county.

4. During the term of this Agreement, neither the County nor the City may withdraw from participation from their respective obligations under this Agreement.

5. By executing the HOME Agreement, the City understands that it may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation.

6. This Agreement shall be executed in three counterparts, each of which shall be deemed an original, by the chief executive officers of the County and the City, pursuant to the authority granted them by their respective governing bodies. One of the signed counterparts, accompanied by copies of the authorizing resolutions from the County and the City, shall be filed by

the County with the Region X office of HUD. A copy shall be filed with the Secretary of State and the Clerk of the King County Council, the County Auditor, and the City as per RCW 39.34.040.

7. The County and the City both hereby agree to affirmatively further fair housing.

8. The City shall participate jointly with the County in the development of the Consortium's HOME Program by participating in development of a HOME Program strategy of sufficient detail to accommodate both the collective and individual housing objectives of both the City and the County. The Joint Policy Committee will adopt HOME program policies, developed by a City and County staff working group. The HOME Project Selection Committee will approve funding decisions. All funding decisions must be in accord with adopted policies. Proposed projects located within the City shall be given consideration for funding equal to those located in unincorporated areas. Once said strategies are adopted, the City shall also have the right to comment on any program changes prior to their implementation by the County as the representative member of the Consortium.

9. Federal HOME funds, allocated to the Consortium, shall be used to fund housing assistance activities that are the subject of this Agreement. The City and the County shall cooperate in the establishment of budgets for separate HOME activities. It is intended that the County enter into contractual agreements with any city, nonprofit organization, or other entity that it selects to implement HOME activities. Administrative costs will be paid from the HOME grant, after review and approval by the Joint Policy Committee.

This Agreement is legally binding and valid upon signature of all parties.

CITY OF _____

KING COUNTY

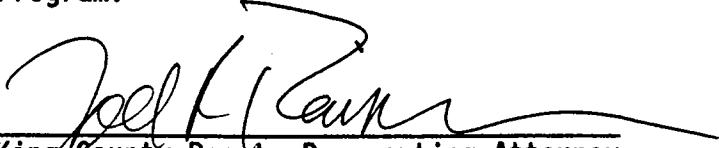
City Official

Tim Hill, County Executive

Date: _____

Date: _____

The terms and provisions of this Agreement are authorized under State and local law, and this Agreement, when properly executed by the parties, will provide legal authority for the Consortium to undertake or assist in undertaking housing assistance activities for the HOME Investment Partnerships Program.



King County Deputy Prosecuting Attorney

M213 (4/2/93)