

MOTION NO. 5299

1
2 A MOTION authorizing the King County Executive to
3 enter into an agreement with the participating incorp-
4 orated municipal jurisdictions within King County for
5 the purpose of planning the distribution of certain
6 Block Grant Funds and execution under the Housing and
7 Community Development Act of 1974, Amended.

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
11 of King for expenditure during the 1982-84 funding years; and

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

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

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

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

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

27 WHEREAS, these plans must be realistic and a process must be
28 established to settle any disagreements between the County and partici-
29 pating jurisdictions; and

30 WHEREAS, King County will undertake Block Grant funded activities in
31 participating incorporated jurisdictions as specified in the Three Year
32 Plan by granting funds to those jurisdictions for their execution, and
33 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

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Government for all activities undertaken with Block Grant funds; and

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

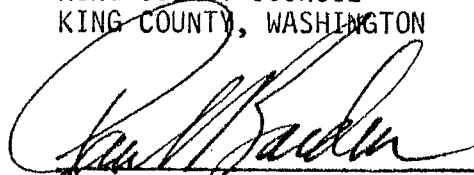
WHEREAS, the purpose of this Cooperation Agreement, which is entered into pursuant to and in accordance with the State Interlocal Cooperation Act, RCW Chap. 39.34, is to form an urban county arrangement for planning distribution of Community Development Block Grant funds and for execution of projects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

NOW THEREFORE, 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 17th day of August, 1981.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chairman

ATTEST:


DEPUTY Clerk of the Council

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 _____, 1980,
5 1981 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 ((1981-83)) 1982-84 funding years; and

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

1 WHEREAS, these plans must be realistic and a process must be estab-
2 lished to settle any disagreements between the County and participating
3 jurisdictions; and

4 WHEREAS, ((King)) the County will undertake Block Grant funded acti-
5 vities in participating incorporated jurisdictions as specified in the
6 Three Year Plan by granting funds to those jurisdictions for their execu-
7 tion, and by undertaking such activities directly as are authorized by
8 amendment to this Agreement; and

9 WHEREAS, ((King)) the County as the applicant is responsible to the
10 Federal Government for all activities undertaken with Block Grant funds;
11 and

12 WHEREAS, the Housing Assistance and Three Year Plans must be revised
13 annually by ((King)) the County and participating jurisdictions and sub-
14 mitted to HUD as part of an annual application; and

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

21 NOW, THEREFORE, IT IS AGREED THAT:

22 I. GENERAL AGREEMENT

23 ((King)) The County and each participating jurisdiction shall cooper-
24 ate in undertaking, or assisting in undertaking, essential community
25 development and housing assistance activities, specifically urban
26 renewal and publicly assisted housing, as specified in the Community
27 Development Program and Housing Assistance Plan portions of the ap-
28 plication, for the program years covered by the Agreement.

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30 II. DISTRIBUTION OF FUNDS

31 The Distribution within ((King)) the County, exclusive of Seattle
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1 and Bellevue, of Community Development Block Grant Entitlement Funds
2 under Title I of the Act shall be governed by the following provi-
3 sions:

4 A. Five percent of the entitlement amount shall be reserved for
5 administration of the Block Grant Program by ((King)) the
6 County.

7 B. Ten percent of the monies remaining after II (A) shall be re-
8 served for allocation by the Joint Policy Committee with the
9 concurrence of the County Council for innovative projects spon-
10 sored jointly by two or more member jurisdictions of the Consor-
11 tium. Projects shall be consistent with the Three Year Plan for
12 Community Development. These funds are part of the Needs Funds
13 described in II(E)(2) and II(F)(2) below.

14 C. The monies remaining after II (A) and II (B) above shall be
15 divided into two funds, ((one)) the first designated for the
16 County and the second for the incorporated areas, according to
17 the monies brought to the fund based on population, poverty
18 (counted twice), and overcrowding: Provided, that consideration
19 be given in subsequent years to the advantage of pooling all
20 monies into a single fund.

21 D. In determining the portions of monies attributable to population
22 and need characteristics under II (E) and II (F) below, a minimum
23 of fifty percent (50%) of all monies remaining after II (A) shall
24 be assigned based on need.

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

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

29 2. That portion of the monies brought to the fund based on need
30 characteristics shall be allocated according to need without
31 regard to boundaries of participating jurisdictions.

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

3 1. That portion of the monies brought to the fund based on a
4 jurisdiction's population shall be allocated back to the
5 jurisdiction, and

6 2. That portion of the monies brought to the fund based on need
7 characteristics shall be allocated according to need in the
8 incorporated areas of the participating jurisdictions.

9 G. ~~((The))~~ Receipt of funds provided for in II (E) (1) and II (F)
10 (1) (i.e. population monies) is contingent upon review of pro-
11 jects by the Committee, as provided in IV (B) (4).

12 H. Receipt of funds provided for in II (E) (2) and II (F) (2) (i.e.
13 needs monies) is contingent upon review and prioritizing of pro-
14 jects by the Committee and approval by the King County Council as
15 provided in ~~((Section))~~ IV (B) (5). Review and prioritization
16 will be based upon the Three Year Plan for Community Develop-
17 ment.

18 I. If a project application is determined by a reviewing authority
19 to be ineligible under the Act or HUD Regulations, then the
20 monies which would have been assigned to that project will re-
21 main in the original fund to which they were allocated. These
22 monies will be made available for subsequent, valid project ap-
23 plications. If the monies assigned to a project exceed the
24 actual cost, then the excess will be reallocated to the fund of
25 origin for similar redistribution.

26 III. USE OF FUNDS: GENERAL PROVISIONS

27 A. The jurisdiction shall specify activities and projects which it
28 will undertake with these funds.

29 B. The jurisdiction ~~((must))~~ shall conduct appropriate citizen par-
30 ticipation activities.

31 C. Approval of activities ~~((must))~~ shall be secured in the annual
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1 ((plan)) program and approval of projects must be secured in
2 formal grant applications to the County.

3 D. General administrative costs incurred by each participating jur-
4 isdiction shall be paid for out of funds received based on popu-
5 lation or from local funds. Costs incurred in administering
6 projects shall be included in project costs.

7 E. That portion of the monies as provided for in II (F)(1) which
8 have not been allocated to a viable project within twelve (12)
9 months from the beginning of the program year shall be recap-
10 tured for redistribution to incorporated jurisdictions contin-
11 gent upon review of projects by the Committee as provided in
12 IV(B)(6). Review and prioritization ((will)) shall be based upon
13 the Three Year Plan for Community Development.

14 IV. JOINT POLICY COMMITTEE

15 There shall be established a Joint Policy Committee.

16 A. Composition. The Committee shall be composed of the following
17 persons or their designees (who shall be specified in writing by
18 the elected member, and who shall be the same person consistent-
19 ly from meeting to meeting): The King County Executive; two King
20 County Councilpersons to be selected by the Council; and three
21 elected officials of participating incorporated jurisdictions
22 selected by the Suburban Mayors Association. Members of the Com-
23 mittee shall serve at the pleasure of their respective appoint-
24 ing authorities. The chairperson of the committee shall be
25 chosen from among the members of the committee by a majority vote
26 of the members for a term of one year: Provided, that a represen-
27 tative of a suburban city shall be designated as Chairperson at
28 least once in every two years.

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

- 30 1. Review and recommend to the County Council all policy mat-
31 ters including allocation of funds.

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

27 V. DUTIES OF THE KING COUNTY STAFF

28 The King County Staff, hereinafter referred to as "the Staff", shall
29 fulfill the following duties:
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1 A. Responsibilities to the Committee. The Staff shall:

- 2 1. Solicit and present to the Committee all applicable Federal
3 and County policy guidelines, special conditions, and formal
4 requirements related to the preparation of the Housing
5 Assistance and the Three Year Plan for Community Development
6 and related to administration of the programs under these
7 plans.
- 8 2. Prepare and present written materials required by HUD and
9 the King County Council as components of the annual King
10 County Housing Assistance and Community Development Plans to
11 be prepared pursuant to this Agreement, including but not
12 limited to: collection and analysis of data; identification
13 of problems, needs and their locations; development of long
14 and short term objectives; consideration of alternative
15 strategies; and preparation of action year program and bud-
16 gets, except that the initial activity descriptions and bud-
17 gets proposed for inclusion in the annual ((plan)) program
18 shall be prepared by agents of the parties to this Agree-
19 ment.
- 20 3. Recommend target areas to be addressed, target populations
21 to be assisted and policies for funding.
- 22 4. Prepare and present to the Committee project evaluation re-
23 ports for selected projects.

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

- 26 1. Solicit and present all applicable Federal and County policy
27 guidelines, special conditions, and format requirement re-
28 lated to the preparation of the Housing Assistance Plan and
29 the Three Year Plan for Community Development and related to
30 program administration.
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- 1 2. Identify supplemental sources of funding to increase the
2 participating jurisdiction's capability to conduct effec-
3 tive Community Development activities.
- 4 3. Prepare and present written materials required by HUD and
5 the King County Council as components of the annual King
6 County Housing Assistance and the Three Year Plan for Com-
7 munity Development to be prepared pursuant to this Agree-
8 ment, including but not limited to collection and analysis
9 of data; identification of problems, needs and their loca-
10 tion; development of long and short term objectives; consid-
11 eration of alternative strategies; and preparation of action
12 year programs and budgets. The initial activity descriptions
13 and budgets proposed for inclusion in the annual plan shall
14 be prepared by agents of the parties to this Agreement.
- 15 4. Prepare and present project evaluation reports for selected
16 projects.
- 17 5. Present to the King County Council, as appropriate, the lo-
18 cally adopted annual ~~((plan))~~ program in general, and the
19 included projects in particular.
- 20 6. Administer the Housing and Community Development Program.

21 VI. RESPONSIBILITIES AND POWERS OF JURISDICTIONS

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

- 24 A. Subject to review by the Committee, each participating jurisdic-
25 tion shall determine the use of funds allocated to it based on
26 population in a manner consistent with the Three Year Plan for
27 Community Development developed cooperatively by the member jur-
28 isdictions, adopted by the ~~((Joint-Policy))~~ Committee and ap-
29 proved by the King County Council. Disposition of monies in case
30 of project invalidity or in case of excess funds remaining after
31 project completion, shall be in accordance with II (I) above.
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1 B. The legislative authority of each participating jurisdiction
2 shall approve or disapprove activities, areas and budgets sub-
3 mitted by its agents prior to approval by the Committee for
4 inclusion in the annual ((plan)) program. Approval shall be
5 given by motion or resolution.

6 C. Parties to this Agreement shall submit drafts of project pro-
7 posals to the staff for review as to consistency with objectives
8 and guidelines prior to the presentation of the proposals to the
9 committee and to the King County Council, where appropriate.
10 Each participating jurisdiction shall fulfill to ((King)) the
11 County's satisfaction all relevant requirements of Federal laws
12 and regulations which apply to the ((King)) the County as appli-
13 cant, including assurances and certifications.

14 VII. RESPONSIBILITIES AND POWERS OF ((KING)) THE COUNTY

15 ((King)) The County shall have the following responsibilities and
16 powers:

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

20 B. The King County Executive, as administrator of this Housing and
21 Community Development Program, shall have authority and respon-
22 sibility for all administrative requirements for which the Coun-
23 ty is responsible to the Federal Government.

24 C. The King County Executive shall have authority and responsi-
25 bility for all fund control and disbursements.

26 D. Notwithstanding any other provision contained in this Agreement,
27 ((King)) the County as the applicant for Block Grant Funds has
28 sole responsibility for and assumes all obligations as the ap-
29 plicant in the execution of this Community Development Program.
30 Nothing contained in this Agreement shall be construed as an
31 abdication of those responsibilities and obligations.
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1 VIII. GENERAL TERMS

2 A. ~~((Any party to this Agreement shall be permitted to withdraw~~
3 ~~from this Agreement at the end of 1981, 1982, or 1983 program~~
4 ~~years upon written notice to HUD and King County at the time the~~
5 ~~Cooperation Agreement is renewed.))~~

6 This agreement shall extend through the 1982, 1983, 1984 program
7 years.

8 B. During the period of this Agreement, no included unit of local
9 government can be removed from the urban county for Community
10 Development Block Grant purposes.

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

14 D. It is recognized that amendment of the provisions of this Agree-
15 ment may become necessary, and such amendment shall take place
16 when both parties have executed a written addendum to this
17 Agreement.

18 E. Population figures as used herein shall refer to "The Official
19 Population of Cities, Towns and Counties" as published annually
20 by the State of Washington Office of Program Planning and Fiscal
21 Management, subject to any later adjustments or corrections as
22 to the population of any participant which is officially recog-
23 nized by the Office of Program Planning and Fiscal Management.

24 F. Participating jurisdictions shall be considered to be those jur-
25 isdictions which have signed this Agreement.

26 G. ~~((The duration of this Agreement shall be three program years))~~
27 tions undertaking activities and/or projects with ((these)) Block Grant
28 funds distributed under this Agreement retain full civil and criminal
29 liability as though these funds were locally generated.

30 H. ~~((King))~~ The County retains environmental review responsibility
31 for purposes of fulfilling requirements of the National Environ-
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1 mental Policy Act, under which the County may require the local
2 incorporated jurisdiction or contractor to furnish data, infor-
3 mation, and assistance for the County's review and assessment in
4 determining whether ((King)) the County must prepare an Environ-
5 mental Impact Statement.

6 I. Jurisdictions retain responsibility in fulfilling the require-
7 ments of the State Environmental Policy Act under which the
8 County has review responsibility only.

9
10 KING COUNTY, WASHINGTON

PARTICIPATING JURISDICTION

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13 King County Executive

Signature of Designated Official

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15 Official Title

16 Jurisdiction
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18 APPROVED AS TO FORM

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21 Deputy Prosecuting Attorney
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