



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**July 21, 2003**

**Ordinance 14717**

**Proposed No.** 2003-0287.1

**Sponsors** Hague

1           AN ORDINANCE relating to the Community  
2           Development Block Grant Program, authorizing the  
3           executive to enter into an interlocal agreement with the city  
4           of Kent to transfer responsibility for certain projects from  
5           the county to the city.

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8           **PREAMBLE:**

9           The city of Kent has elected to receive Community Development Block  
10          Grant funds directly from the United States Department of Housing and Urban  
11          Development, and to discontinue participation in the King County community  
12          development block grant program. Under Section 106(c)(3) of the Housing and  
13          Community Development Act of 1974, as amended, the United States Department  
14          of Housing and Urban Development may transfer unobligated prior year funds  
15          from the county to the city under certain conditions. Specifically, the funds to be  
16          transferred must have been previously programmed by the county for use in the  
17          city, and the city must enter into a binding agreement to assume responsibility for

18 the programmed activities. The attached interlocal agreement would constitute  
19 this legally binding agreement.


20 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

21 SECTION 1. The King County executive is hereby authorized to enter into an  
22 interlocal agreement with the city of Kent, substantially in the form of the attached  
23 agreement.  
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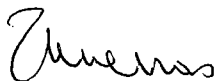
Ordinance 14717 was introduced on 6/30/2003 and passed by the Metropolitan King  
County Council on 7/21/2003, by the following vote:

Yes: 11 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.  
Phillips, Mr. Pelz, Mr. Constantine, Mr. Hammond, Mr. Gossett, Mr. Irons  
and Ms. Patterson  
No: 0  
Excused: 2 - Mr. McKenna and Ms. Hague

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Cynthia Sullivan, Chair

ATTEST:

  
Anne Noris, Clerk of the Council

APPROVED this 30 day of July, 2003.

  
Ron Sims, County Executive

RECEIVED  
2003 JUL 30 PM 4:08  
KING COUNTY COUNCIL

**Attachments** A. Proposed Interlocal Agreement Between the Urban County of King and the  
Metropolitan City of Kent Regarding the Community Development Block Grant  
Program

**PROPOSED**  
**INTERLOCAL AGREEMENT**  
**BETWEEN THE URBAN COUNTY OF KING**  
**AND THE**  
**METROPOLITAN CITY OF KENT**  
**REGARDING THE**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT entered into between the CITY OF KENT ("City") and the COUNTY OF KING ("County") this \_\_\_\_\_ day of \_\_\_\_\_, 2003, transfers responsibility for certain planned Community Development Block Grant activities, as more fully described below, from the County to the City, and in consideration also requests the US Department of Housing and Urban Development to transfer associated unobligated grant funds from the County's letter of credit to the City's letter of credit.

WITNESSETH:

WHEREAS, the County has entered into contracts with the United States of America through its Department of Housing and Urban Development ("HUD") to execute the Urban County's Community Development Block Grant ("CDBG") Program under the Housing and Community Development Act of 1974, as amended ("Act"); and

WHEREAS, on August 19, 1999, the County and the City entered into an Interlocal Cooperation Agreement to allow the County to carry out community development activities in the City using FY2000, FY2001, and FY2002 CDBG funds; and

WHEREAS, the City sent written notice it elected not to participate in the King County CDBG Consortium after December 31, 2002; and

WHEREAS, the City became a Metropolitan City under the Act on January 1, 2003, and now as a Metropolitan City, will receive and administer its own CDBG entitlement in FY2003 and beyond; and

WHEREAS, Section 106 (c)(3) of the Act allows the Secretary of HUD to transfer unobligated prior year grant funds from the County to the City, provided that the funds to be transferred have been programmed for use in the City and the City agrees to assume responsibility for the activities; and

WHEREAS, the County, as of this date, has unobligated 2002 CDBG funds totaling \$171,805 that have been programmed for use in the City on project number C02517 Kent Human Services One-Stop Acquisition and Design (\$116,002) and project number C02526 Kent Home Repair (\$55,803); and

WHEREAS, the City agrees to accept obligation and responsibility for the administration of these unobligated funds from the County to the City, in accordance with Section 106(c)(3) of the Act;

NOW, THEREFORE, the parties agree as follows:

1. This Agreement shall constitute a request to HUD to transfer \$171,805 of Community Development Block Grant funds from the County's Letter of Credit to the City's Letter of Credit, as soon as practicable by HUD.

2. The City, upon transfer of these funds to the City's Letter of Credit by HUD, shall accept responsibility for carrying out the Kent One Stop Acquisition and Design project and the Kent Home Repair program with the funds being transferred. The City shall follow all Consolidated Plan regulations (24 CFR 91) regarding change of use of funds, including the annual action plan amendment procedures, citizen participation and HUD notification requirements. If there is a change of use of the funds the City of Kent will notify King County and will provide written documentation of said change including citizen participation and notification to HUD.

3. The County agrees that it accepts all obligations and responsibilities to HUD for the expenditures and unliquidated obligations associated with these activities before the time of transfer to the City. All audit and monitoring findings associated with expenditures and obligations before the time of transfer shall remain with the County.

4. The City agrees that it accepts all other obligations and responsibilities for administration of the unobligated funds stated herein. These obligations include, but are not limited to, the Housing and Community Development Act of 1974, (Public Law 93-383) as amended; the Regulations of the Department of Housing and Urban relating to Community Development Block Grants (Title 24, Chapter V, Part 570 of the Code of Federal Regulation commencing with Section 570.1); the assurances (HUD Form No. 7068); program reporting; and any audit and monitoring findings.

5. The City shall retain any program income that results from the activities funded with these transferred funds, and the County shall retain any program income that results from the County-funded CDBG activities before the time of transfer.

6. The City agrees to fully indemnify, defend, and save harmless the County against any and all loss, damage, liability, claim, demand, suit, or cause of action resulting from injury or harm to any person or property arising out of or in any way connected with the performance of this Agreement, excepting only such injury or harm as may be caused solely and exclusively by the negligence of the County.

7. This Agreement shall take precedence over any conflicting clauses in the August 19, 1999, Community Development Block Grant Interlocal Cooperation Agreement.

8. This Agreement is null and void if HUD declines to transfer the funds from the County's letter of credit to the City's letter of credit.

IN WITNESS WHEREOF, the parties have executed this Agreement on the year and day first above written.

**KING COUNTY**, Washington, a political subdivision of the State of Washington

**CITY OF KENT**, a municipal corporation of the State of Washington

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**  
NORM MALENG  
KING COUNTY PROSECUTING ATTORNEY

\_\_\_\_\_  
Margaret Pahl, King County Prosecuting Attorney

\_\_\_\_\_  
Tom Brubaker, Kent City Attorney