

CITY OF REDMOND, WASHINGTON

RESOLUTION NO. 358

A RESOLUTION approving an Agreement With King County for Planning, The Distribution of Certain Block Grant Funds and Execution Under the Housing and Community Development Act of 1974; and authorizing the Mayor and City Clerk to execute the agreement on behalf of the City of Redmond.

WHEREAS, the Federal Government through the adoption and administration of the Housing and Community Development Act of 1974 through the U. S. Department of Housing and Urban Development (HUD), will make funds available to King County as an urban county for community development needs and for distribution of a portion of such funds to participating incorporated jurisdictions; and

WHEREAS, the Block Grant Regulations of the Housing and Community Development Act of 1974 requires the acceptance of both the Housing Assistance and Community Development Plans by participating jurisdictions and King County has proposed a corporation agreement 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; and the City Council has determined that the City of Redmond should enter into such an agreement as a participating incorporated jurisdiction; Now, Therefore,

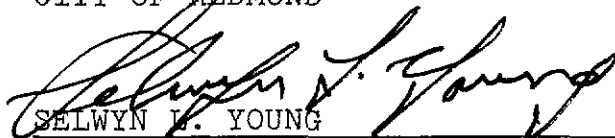
THE CITY COUNCIL OF THE CITY OF REDMOND DO RESOLVE AS FOLLOWS:

Section 1. Agreement approved. That certain agreement between King County and the City of Redmond, as an incorporated participating municipal jurisdiction, providing for planning, the distribution of certain Block Grant Funds and execution under the Housing and Community Development Act of 1974, a copy of which is attached hereto and by reference made a part of this resolution, or a substantially similar agreement thereof, is hereby approved on behalf of the City of Redmond.


Section 2. Mayor and City Clerk empowered to execute agreement. The Mayor and City Clerk are hereby authorized and empowered to execute such agreement on behalf of the City of Redmond.

PASSED by the Council of the City of Redmond, Washington, at a regular meeting thereof, and APPROVED by the Mayor this 7 day of January, 1975.

CITY OF REDMOND


SELWYN W. YOUNG
MAYOR

ATTEST:


ELEANOR J. HAYDEN
CITY CLERK

APPROVED AS TO FORM:


JOHN D. LAWSON
CITY ATTORNEY

*Revised
agreement
(see Contract)
258*

MARCH 25, 1975

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

THIS AGREEMENT, made this 25th day of April

_____, 1975 by and between the governing body of King
County and the undersigned incorporated municipal jurisdiction within King
County.

WITNESSETH:

WHEREAS, the Federal Government through adoption and admin-
istration of the Housing and Community Development Act of 1974 hereafter
referred to as "the Act", will make funds available to the County of King
for expenditure during calendar year 1975; 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, hereafter referred to as "HUD" 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 hereinafter referred to as the "Committee"
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

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1 G. Receipt of funds provided for in II (D) (2) and II (E) (2)
2 (i.e. needs monies) is contingent upon review and prioritizing of projects
3 by the Committee and approval by the King County Council as provided in
4 Section IV (B) (5).

5 H. If a project application is determined by a reviewing
6 authority to be ineligible under the Act or Regulations, then the monies
7 which would have been assigned to that project will remain in the original
8 fund to which they were allocated. These monies will be made available
9 for subsequent, valid, project applications. If the monies assigned to
10 a project exceed the actual cost, then the excess will be reallocated to
11 the fund of origin for similar redistribution.

12 III. Use of Funds: General Provisions

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

15 B. The jurisdiction must conduct appropriate citizen partici-
16 pation activities.

17 C. Approval of activities must be secured in the annual plan,
18 and approval of projects must be secured in formal grant applications.

19 D. General administrative costs incurred by each participating
20 jurisdiction shall be paid for out of funds received based on population
21 or from local funds. Costs incurred in administering projects shall be
22 included in project costs.

23 IV. Joint Policy Committee

24 There shall be established a Joint Policy Committee.

25 A. Composition. The Committee shall be composed of the following
26 persons or their designee: the King County Executive, two King County
27 Councilpersons to be selected by the Council, and three elected officials
28 of participating incorporated jurisdictions selected by the Suburban
29 Mayors Association. Members of the Committee shall serve at the pleasure
30 of their respective appointing authorities. The Chairperson of the
31 Committee shall be chosen from among the members of the Committee by a
32

1 majority vote of the members for a term of one year, PROVIDED that a
2 representative of a suburban city shall be designated as Chairperson at
3 least once in every two years.

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

5 1. Review and recommend to the County Council all policy
6 matters including allocation of funds.

7 2. Review Housing and Community Development objectives, plans,
8 programs, strategies, target areas, and funding levels for recommendation
9 to the King County Council and other participating jurisdictions.

10 3. Review and recommend program guidelines for project pro-
11 posals submitted by participating jurisdictions. These guidelines shall
12 define Community Development needs to be addressed, target areas and
13 populations to be assisted, and priorities for funding.

14 4. Review and approve project proposals for funding under
15 II (D) (1) and II (E) (1) which are consistent with the King County
16 Housing and Community Development Objectives.

17 5. Review specific project proposals submitted by participating
18 jurisdictions for purposes of funding under II (D) (2) and II (E) (2)
19 and recommend to them and the County Council their approval, disapproval,
20 or alteration.

21 6. Review staff suggestions for projects and programs to be
22 evaluated and recommend projects and programs for evaluation.

23 7. Be the arbitrator of plan and program disagreements between
24 King County and other participating jurisdictions.

25 V. Duties of the King County Staff

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

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

29 1. Solicit and present to the Committee all applicable Federal
30 and County policy guidelines, special conditions, and format requirements
31 related to the preparation of the Housing Assistance and Community Develop-
32

1 ment Plans and related to administration of the programs under these plans.

2 2. Prepare and present written materials required by HUD and
3 the King County Council as components of the annual King County Housing
4 Assistance and Community Development plans to be prepared pursuant to
5 this agreement, including but not limited to: collection and analysis of
6 data; identification of problems, needs and their locations; development of
7 long and short term objectives; consideration of alternative strategies;
8 and preparation of action year program and budgets, except that the initial
9 activity descriptions and budgets proposed for inclusion in the annual plan
10 shall be prepared by agents of the parties 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 policy
18 guidelines, special conditions, and format requirements related to the
19 preparation of the Housing Assistance Plan and Community Development
20 plans and related to program administration.

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

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

1 in the annual plan shall be prepared by agents of the parties to this
2 agreement.

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

5 5. Present to the King County Council, as appropriate, the
6 locally adopted annual plan in general, and the included projects in
7 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
11 the following responsibilities and powers:

12 A. Subject to review by the Committee, each participating
13 jurisdiction shall determine the use of funds allocated to it based on
14 population. Disposition of monies in case of project invalidity or in
15 case of excess funds remaining after project completion, shall be in
16 accordance with II (H) above.

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

21 C. Parties to this agreement shall submit drafts of project
22 proposals to the staff for review as to consistency with objectives and
23 guidelines prior to the presentation of the proposals to the Committee
24 and to the King County Council, where appropriate. Each participating
25 jurisdiction shall fulfill to King County's satisfaction all relevant
26 requirements of Federal laws and regulations which apply to King County
27 as applicant, including assurances and certifications.

28 VII. Responsibilities and Powers of King County

29 King County shall have the following responsibilities and powers:

30 1. The King County Council shall have authority and responsi-
31 bility for all policy matters including plan and project approvals, after
32 review and recommendation by the Committee.

1 2. The King County Executive, as administrator of this Housing
2 and Community Development Program, shall have authority and responsibility
3 for all administrative requirements for which the County is responsible to
4 the Federal Government.

5 3. The King County Executive shall have authority and
6 responsibility for all fund control and disbursements.

7 4. Notwithstanding any other provision contained in this
8 agreement, King County as the applicant for block grant funds has sole
9 responsibility for and assumes all obligations as the applicant in the
10 execution of this community development program. Nothing contained in
11 this agreement shall be construed as an abdication of those responsibilities
12 and obligations.

13 VIII. General Terms

14 A. Any party to this agreement shall be permitted to withdraw
15 from this agreement at the end of the 1975, 1976 or 1977 program years
16 upon three months written notice to each of the other parties.

17 B. It is understood that by signing this agreement the juris-
18 diction shall accept the Housing Assistance Plan and its "Realistic
19 Annual Goals".

20 C. It is recognized that amendment of the provisions of this
21 agreement may become necessary, and such amendment shall take place when
22 both parties have executed a written addendum to this agreement.

23 D. Population figures as used herein shall refer to "The Official
24 Population of Cities, Towns and Counties" as published annually by the
25 State of Washington Office of Program Planning and Fiscal Management.

26 E. Participating jurisdictions shall be considered to be those
27 jurisdictions which have signed this agreement.

28 F. The duration of this agreement shall be three program years.

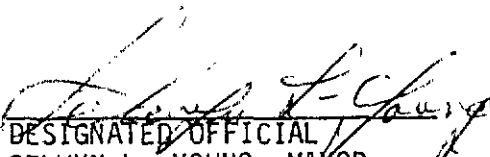
29 G. Jurisdictions undertaking activities and/or projects with
30 these Block Grant funds retain full civil and criminal liability as though
31 these funds were locally generated.

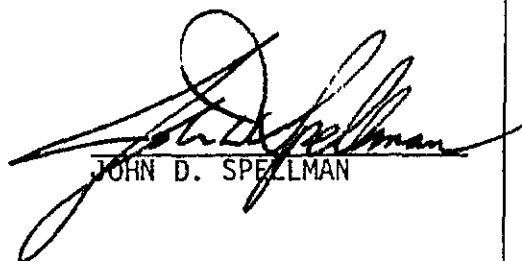
1 H. King County retains environmental review responsibility
2 for purposes of fulfilling requirements of the National Environmental
3 Policy Act, under which the County may require the local incorporated
4 jurisdiction or contractor to furnish data, information, and assistance
5 for the County's review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

7 1. Jurisdictions retain responsibility in fulfilling the
8 requirements of the State Environmental Policy Act under which the
9 County has review responsibility only.
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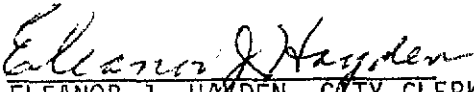
11 PARTICIPATING JURISDICITON:
12 CITY OF REDMOND

KING COUNTY, WASHINGTON

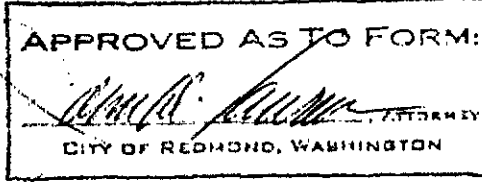
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14 DESIGNATED OFFICIAL
15 SELWYN L. YOUNG, MAYOR


JOHN D. SPELLMAN

16 ATTEST:

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18 ELEANOR J. HAYDEN, CITY CLERK
19 A-1A-75

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21 APPROVED AS TO FORM:

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23 CITY OF REDMOND, WASHINGTON
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RECEIVED DEC 28 1974
AGREEMENT FOR PLANNING, THE DISTRIBUTION OF CERTAIN
BLOCK GRANT FUNDS AND EXECUTION UNDER THE HOUSING
AND COMMUNITY DEVELOPMENT ACT OF 1974

1 THIS AGREEMENT, made this 7th day of January
2 _____, 197~~4~~⁵ by and between the governing body of King

3 County and the undersigned incorporated municipal jurisdiction within King
4 County.

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6 WITNESSETH:

7 WHEREAS, the Federal Government through adoption and admin-
8 istration of the Housing and Community Development Act of 1974 hereafter
9 referred to as "the Act", will make funds available to the County of King for ex-
10 penditure during calendar year 1975; and

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

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

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

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

26 WHEREAS, a HUD letter to King County dated November 27, 1974
27 states, "...in Fiscal Year 1975, the cooperation agreements, which must
28 be submitted to the Department of Housing and Urban Development
29 by January 17, 1975, need contain only a general commitment
30 between the county and the unit of general local government
31 for the undertaking, or assistance in undertaking, of the essential
32 community development and housing assistance activities to
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See Contract 258

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be identified and formulated in the plan and program."; and

WHEREAS, the plans will not be completed prior to January 17, 1975,

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

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 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, IT IS AGREED THAT:

I. Distribution of Funds:

The distribution within King County, exclusive of Seattle and Bellevue, of Community Development Block Grant Entitlement Funds under Title I of the Act shall be governed by the following provisions:

1 A. Ten percent of the entitlement amount shall be reserved for
2 allocation later in this program year for activities not specified in the Com-
3 munity Development Plan or to supplement activities which are specified in
4 the plan. These funds are part of the needs funds described in I (D) (2) and
5 I (E) (2).
6

7 B. The monies remaining after I(A) above shall be divided into =
8 two funds, one designated for the county and the second for the incorporated
9 areas, according to the monies brought to the fund based on population,
10 poverty (counted twice), and overcrowding, provided that consideration be
11 given in subsequent years to the advantages of pooling all monies into a
12 single fund.
13

14 C. In determining the portions of monies attributable to population
15 and need characteristics under A and B above, a minimum of fifty (50) percent
16 of all monies shall be assigned to the two funds based on need.
17

18 D. The county funds shall be allocated as follows:

19 1. that portion of the monies brought to the fund based on popu-
20 lation shall be allocated to the unincorporated area, and

21 2. that portion of the monies brought to the fund based on need
22 characteristics shall be allocated according to need without regard to boun-
23 daries of participating jurisdictions.

24 E. The funds for the incorporated jurisdictions shall be
25 allocated as follows:

26 1. that portion of the monies brought to the fund based on
27 a jurisdiction's population shall be allocated back to the jurisdiction.

28 2. that portion of the monies brought to the fund based on
29 need characteristics shall be allocated according to need in the incorporated
30 areas.

31 F. The receipt of funds provided for in I(D)(1) and I(E)(1)
32 (i. e., population monies) is contingent upon review of projects by the
33

1 Committee, as provided in Section III (B) (4).

2 G. Receipt of funds provided for in I(D) (2) and I(E) (2)
3 (i.e., needs monies) is contingent upon review and prioritizing of projects
4 by the Committee and approval by the King County Council as provided in
5 Section III (B) (6).

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7 II. Use of Funds: General Provisions =

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

10 B. The jurisdiction must conduct appropriate citizen participation
11 activities.

12 C. Approval of activities must be secured in the annual plan,
13 and approval of projects must be secured in formal grant applications.

14 D. General administrative costs incurred by each participating
15 jurisdiction shall be paid for out of funds received based on population or
16 from local funds. Costs incurred in administering projects shall be included
17 in project costs.

18
19 III. Joint Policy Committee

20 There shall be established a Joint Policy Committee.

21 A. Composition. The Committee shall be composed of the following
22 persons or their designee: the King County Executive, two King County
23 Councilpersons to be selected by the Council, and three elected officials of
24 participating incorporated jurisdictions selected by the Suburban Mayors
25 Association. Members of the Committee shall serve at the pleasure of their
26 respective appointing authorities. The Chairperson of the Committee shall
27 be chosen from among the members of the Committee by a majority vote of
28 the members for a term of one year, PROVIDED that a representative of a
29 suburban city shall be designated as Chairperson at least once in every
30 two years.
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1 B. Powers and Duties. The Committee shall be empowered to:

2 1. Review and recommend to the County Council all policy in-
3 cluding allocation of funds.

4 2. Review Housing and Community Development objectives,
5 plans, programs, strategies, target areas, and funding levels for
6 recommendation to the King County Council and other participating
7 jurisdictions.

8 3. Review and recommend program guidelines for project pro-
9 posals submitted by participating jurisdictions. These guidelines shall
10 define Community Development needs to be addressed, target areas and
11 populations to be assisted, and priorities for funding.

12 4. Review and approve project proposals for funding under
13 I(D) (1) and I(E) (1) (i.e., population monies) which are consistent with
14 the King County Housing and Community Development objectives.

15 5. Review specific project proposals submitted by participating
16 jurisdictions for purposes of funding under I(D) (2) and I(E) (2) (i.e. needs
17 monies) and recommend to them and the County Council their approval,
18 disapproval, or alteration.

19 6. Review staff suggestions for projects and programs to be
20 evaluated and recommend projects and programs for evaluation.

21 7. Be the final arbitrator of all plan and program disagreements
22 between King County and other participating jurisdictions.

23 IV. Duties of the King County Staff

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

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

27 1. Solicit and present to the Committee all applicable Federal
28 and County policy guidelines, special conditions, and format requirements
29 related to the preparation of the Housing Assistance and Community Develop-
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1 ment Plans and related to administration of the programs under these plans.

2 2. Prepare and present written materials required by HUD and
3 the King County Council as components of the annual King County Housing
4 Assistance and Community Development plans to be prepared pursuant to
5 this agreement, including but not limited to: collection and analysis of
6 data; identification of problems, needs and their locations; development of
7 long and short term objectives; consideration of alternative strategies; and
8 preparation of action year program and budgets, except that the initial activity
9 descriptions and budgets proposed for inclusion in the annual plan shall be
10 prepared by agents of the parties 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 policy
18 guidelines, special conditions, and format requirements related to the pre-
19 paration of the Housing Assistance plan and Community Development plans
20 and related to program administration.

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

24 3. Prepare and present written materials required by HUD and
25 the King County Council as components of the annual King County Housing
26 Assistance and Community Development plans to be prepared pursuant to
27 this agreement, including but not limited to collection and analysis of data:
28 identification of problems, needs and their location; development of long
29 and short term objectives; consideration of alternative strategies; and pre-
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1 paration of action year programs and budgets. The initial activity descrip-
2 tions and budgets proposed for inclusion in the annual plan shall be prepared
3 by agents of the parties to this agreement.

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

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

8 6. Administer the Housing and Community Development program.

9 V. Responsibilities and Powers of Jurisdictions

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

12 A. Subject to approval by the Committees each participating
13 jurisdiction shall determine the use of funds allocated to it based on popu-
14 lation.

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

19 C. Parties to this agreement shall submit drafts of project pro-
20 posals to the staff for review as to consistency with objectives and guidelines
21 prior to the presentation of the proposals to the Committee and to the King
22 County Council, where appropriate. Each participating jurisdiction shall
23 fulfill to King County's satisfaction all relevant requirements of Federal
24 laws and regulations which apply to King County as applicant, including
25 assurances and certifications.

26 VI. Responsibilities and Powers of King County

27 King County shall have the following responsibilities and powers:

28 1. The King County Council shall have authority and responsi-
29 bility for all policy matters including plan and project approvals, after review
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1 and recommendation by the Committee, except as specifically delegated in
2 this agreement.

3 2. The King County Executive, as administrator of this Housing
4 and Community Development program, shall have authority and responsibility
5 for all administrative requirements for which the county is responsible to
6 the Federal Government.
7

8 3. The King County Executive shall have authority and
9 responsibility for all fund control and disbursements.

10 VII. General Terms

11 A. Any party to this agreement shall be permitted to withdraw
12 from this agreement at the end of the 1975, 1976 or 1977 program years upon
13 three months written notice to each of the other parties.
14

15 B. It is understood that by signing this agreement the jurisdiction
16 shall accept the Housing Assistance Plan and its "Realistic Annual Goals".

17 C. It is recognized that amendment of the provisions of this
18 agreement may become necessary, and such amendment shall take place when
19 both parties have executed a written addendum to this agreement.

20 D. Population figures as used herein shall refer to "The Official
21 Population of Cities, Towns and Counties" as published annually by the State
22 of Washington Office of Program Planning and Fiscal Management.
23

24 E. Participating jurisdictions shall be considered to be those
25 jurisdictions which have signed this agreement.

26 F. The duration of this agreement shall be three program years.

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

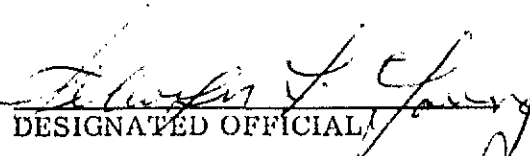
30 H. King County retains the responsibility for purposes of fulfilling
31 requirements of the National Environmental Policy Act, under which the County
32 may require the local incorporated jurisdiction or contractor to furnish an
33


1 Environmental Assessment for the County's review in determining whether
2 King County must prepare an Environmental Impact Statement.

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4 1. Jurisdictions retain responsibility in fulfilling the requirements
5 of the State Environmental Policy Act under which the county has review
6 responsibility only.

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8 PARTICIPATING JURISDICTION:
9 CITY OF REDMOND

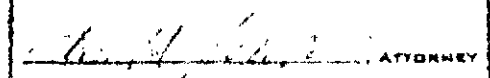
KING COUNTY, WASHINGTON

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11 
12 DESIGNATED OFFICIAL
13 SELWYN L. YOUNG, MAYOR


JOHN D. SPELLMAN

14 ATTEST:

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16 ELEANOR J. HAYDEN, CITY CLERK

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21 APPROVED AS TO FORM:
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23 CITY OF REDMOND, WASHINGTON

KING COUNTY ASSURANCES AND CERTIFICATIONS

INSTRUCTIONS: The applicant (a participating jurisdiction) must provide assurances and/or certify to all of the following items:

The applicant hereby assures and certifies that he will comply with the regulations, policies, guidelines and requirements of Federal Management Circulars 74-4 and 74-7, as they relate to the application, acceptance and use of Federal funds for this federally-assisted program. Also, the applicant gives assurances and certifies with respect to the grant that:

1. It possesses legal authority to execute the proposed program; that a resolution motion or similar action has been duly adopted or passed as an official act of the applicants' governing body, authorizing the filing of the application, including all understandings and assurances contained herein, and directing and designating the applicant's chief executive officer as the authorized representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. It will comply with:

(a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

(b) Title VIII of the Civil Rights Act of 1968, (P.L. 90-284) as amended, and will administer all programs and activities relating to housing and community development in a manner affirmatively to further fair housing.

(c) Section 109 of the Housing and Community Development Act of 1974 and in conformance with all requirements imposed by or pursuant to the Regulations of the Department (24 CFR Part

570.601) issued pursuant to that Section; and in accordance with that Section, no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with the community development funds.

(d) Executive Order 11063 on equal opportunity in housing.

(e) Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

3. Prior to the submission of its application, the applicant has:

(a) Provided citizens with available information concerning the amount of funds available for proposed community development and housing activities, the range of activities that may be undertaken, and other important program requirements;

(b) Participated in or held (as appropriate) at least two public hearings to obtain the views of citizens on community development and housing needs; and

(c) Provided citizens an adequate opportunity to participate in the development of the application and in the development of any revisions, changes, or amendments.

4. The applicant will:

(a) Provide fair and reasonable relocation payments and assistance in accordance with Sections 202, 203, and 204, of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (P.L. 91-646) and applicable HUD regulations, to or for families, individuals, partnerships, corporations or associations displaced as a result of any acquisition of real property assisted under the program;

(b) Provide relocation assistance programs offering the services described in Section 205 of P.L. 91-646 to such displaced families, individuals, partnerships, corporations or associations in the manner provided under applicable HUD regulations;

(c) Assure that, within a reasonable time prior to displacement, decent, safe, and sanitary replacement dwellings will be available to such displaced families and individuals in accordance with Section 205(c) (3) of P.L. 91-646;

(d) Inform affected persons of the benefits, policies, and procedures provided for under HUD regulations, and

(e) Carry out the relocation process in such a manner as to provide displaced persons with uniform and consistent services, and assure that replacement housing will be available in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin.

5. The applicant will:

(a) In acquiring real property in connection with the community block grant program, be guided to the extent permitted under State law, by the real property acquisition policies set out under Section 301 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act and the provisions of Section 302 thereof;

(b) Pay or reimburse property owners for necessary expenses as specified in Sections 303 and 304 of the Act; and

(c) Inform affected persons of the benefits, policies, and procedures provided for under HUD regulations.

6. It will give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

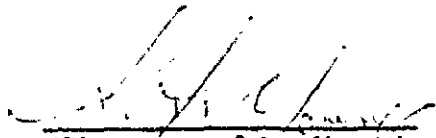
7. The applicant will comply with the provisions of the Hatch Act which limit the political activity of employees.

8. It will comply with provisions of: Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11738, relating to the prevention, control, and abatement of water pollution.

9. The Community Development Program gives maximum feasible priority to activities which will benefit low-or moderate-income families or aid in the prevention or elimination of slums or blight;

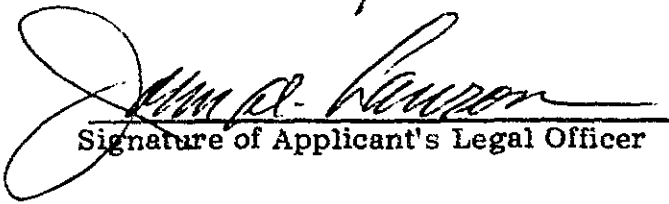
10. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

11. It will comply with all requirements imposed by HUD concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Federal Management Circular 74-7.


(Signature of Applicant's
Chief Executive, MAYOR

Selwyn L. Young
(Type or print name of Applicant's
Chief Executive

JAN 30 1975
(Date)


Signature of Applicant's Legal Officer

John D. Lawson
Type or print name of Applicant's Legal
Officer

ATTEST:


Eleanor J. Hayden, City Clerk