

RESOLUTION NO. 224

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH PIERCE COUNTY WHERE AS THE CITY WILL PARTICIPATE AS A MEMBER CITY OF THE URBAN COUNTY COMMUNITY DEVELOPMENT PROGRAM FUNDS


BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:

Section 1. Authorization. City Manager or his designee is authorized and directed to execute on behalf of the City the interlocal agreement with Pierce County for participation in the Urban County Community Program Funds, attached as Exhibit A to this Resolution. The City Manager is further authorize to insure compliance, by Pierce County, of the administrative instruction defined in the letter from the Director, Pierce County's Department of Community Services, dated June 4, 1999, and attached as Exhibit B to this resolution.

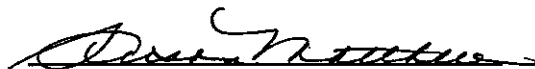
Section 2. Ratification and Confirmation. Any acts made consistent with the authority and prior to the effective date of this resolution are ratified and confirmed.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

ADOPTED BY THE CITY COUNCIL ON JUNE 14, 1999

  
Debbie Klosowski, Mayor

ATTEST:

  
Susan Matthew, City Clerk

"A"

COOPERATION AGREEMENT FOR  
URBAN COUNTY COMMUNITY DEVELOPMENT PROGRAM FUNDS

THIS AGREEMENT, made and entered into by and between Pierce County (hereinafter called the County) and the City of University Place (hereinafter called the City) this \_\_\_\_ day of \_\_\_\_\_, 1999, is hereby approved in its entirety.

WITNESSETH:

WHEREAS, Pierce County, as administrator of an Urban County Consortium of the County and its members Cities and Towns is entitled to received Community Development Block Grant (CDBG), Emergency Shelter Grant (ESG), and HOME Investment Partnership (HOME) funds for fiscal years 2000, 2001, and 2002, under provisions of Title I of the Housing and Community Development Act of 1974 (as amended), the Stewart B. McKinney Homeless Assistance Act (as amended) and the HOME Partnership Investment Act, and applicable Federal regulations adopted pursuant thereto; and

WHEREAS, the amount of the federal grant funds to which the County Consortium may be entitled under the said Acts is, in part, dependent upon the characteristics of the County's unincorporated area population together with the resident population of cooperating cities and towns, exclusive of the City of Tacoma, and other eligible general local governments, which hereafter may become entitlement communities, as defined by the Department of Housing and Urban Development (HUD); and

WHEREAS, it was determined to be of mutual benefit for the parties to this agreement to jointly undertake a Community Development Program as required by said acts and applicable Federal regulations, and

WHEREAS, the agreements must be submitted for final approval to the Department of Housing and Urban Development.

NOW, THEREFORE, it is mutually covenanted and agreed as follows:

1. The City, by this agreement elects to participate with the County as part of the Urban County Consortium, utilizing CDBG, ESG, and HOME funds for fiscal years 2000,2001, and 2002 along with such program income generated from the expenditure of said funds.
2. Upon certification by the Department of Housing and Urban Development of the County Consortium's eligibility to received grant funds under the said Acts, and upon meeting all other criteria established by HUD, the parties hereto agree to cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities,

specifically urban renewal and publicly assisted housing. In addition, to ensure successful accomplishment of the Community Development Program and housing goals, the City further agrees to undertake necessary actions, as determined by the County, to carry out the Community Development Program and Consolidated Plan. It is expressly understood that in the event the City refuses to take the necessary actions to facilitate accomplishment of the program or housing goals, or takes an action which impedes or precludes such accomplishment for which HUD imposes sanctions against the County, resulting in disallowance of certain expenditures, the City agrees to reimburse the County for such disallowed costs.

3. The final approval of all funding allocations and proposed activities must be secured through a formal Action Plan submitted annually to HUD by the County as part of the County's Consolidated Plan. It is expressly understood that the County assumes full responsibility and all obligations for program administration as specified in the aforementioned Acts and the regulations thereunder. It is further understood that this responsibility includes making final determination regarding the content of the Consolidated Plan and the Action Plan including the allocation of funds therefore, provided that all such programs or activities, if approved shall not commence until and unless the County is satisfied that said programs or activities will be carried out in accordance with all relevant State, Federal and local laws and regulations which may affect the County's obligations as applicant.
4. To assure continuity of citizen participation, the County Council has by ordinance established a Citizens' Advisory Board reporting to the County Executive, whose responsibilities shall included, but not necessarily be limited to:
  - a. Developing an annual Needs Assessment that identifies Community Development needs and recommends long and short-term objectives, and program priorities.
  - b. Soliciting and reviewing project proposals consistent with the objectives identified in Subsection a, above.
  - c. Recommending project proposals to the County Executive for funding.
  - d. Conducting public hearings relevant to the determination of needs, and the funding of new projects to meet those needs and performance under the grants.

5. All actions necessary to ensure compliance with Federal regulations, and requirements shall be taken with regard to: Section 104 (b) of Title I of the Housing and Community Development Act of 1974 (as amended); Title IV of the Civil Rights Act of 1964; the Fair Housing Act; Section 109 of Title I of the Housing and Community Development Act of 1974 (as amended); and other applicable laws. Further, funds will not be made available for activities in or in support of any cooperating unit of general government that does not affirmatively further fair housing within its own jurisdiction or impedes the County's actions to comply with its fair housing certification.
6. The County shall provided and maintain the necessary professional staff or retain the services of qualified personnel, including consultants, to provide technical assistance to the Citizens' Advisory Board and to the City or City, and to monitor and evaluate the on-going performance of the Community Development program, provided, that funding for such services shall be included in the annual Action Plan.
7. This agreement shall automatically be renewed at the end of each three-year qualification period, unless changes to the agreement are required by HUD that would require the execution of a new agreement, or if the City provides written notice it elects not to participate in the new qualification period. This agreement will remain in effect until CDBG, ESG, and HOME funds and program income received within the respective qualification period are expended and funded activities are completed.

Neither party may terminate or withdraw from this agreement while it remains in effect except as a result of HUD action, or the County fails to qualify as an Urban County, or the County does not receive a grant in any of the three-year periods. The County will notify the City of the right to withdraw, per the Urban County Qualification Notice.

Failure by either party to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice, and to submit the amendment to HUD as provided in the Urban County Qualification Notice will void the automatic renewal of such qualification period.

In addition, during such program years, or such additional time as may be required to expend the CDBG, ESG, or HOME funds granted to the parties during that period and any program income generated as a result thereof, both parties shall do everything within their power to promote the implementation of the Consolidated Plan and the annual Action Plan.

8. Pursuant to 24 CFR 270.501 (b), if it receives funding from the program, the City is subject to the same regulations applicable to subrecipients,

including the requirement of a written agreement set forth in 24 CFR 570.503.

9. In the event that the expenditure of Community Development Program funds provided hereunder generate any program income:
  - a. The City must inform the County of any program income generated;
  - b. Any such program income must be paid to the County or, upon approval of the County, may be retained by the City to accomplish the objectives of the program;
  - c. Any program income the City is authorized to retain may only be used for eligible Community Development Program activities and the appropriate records of such funds and their use must be maintained;
  - d. That upon the event of closeout of this Agreement, of a change in the status of the City, any program income retained in the control of the City at that time, or subsequently received, shall be paid to the County; and,
  - e. The County shall retain responsibility for monitoring and reporting on the use of such program income.
10. Real property acquired or improved by the City with Community Development Program funds shall be managed in accordance with the Reversion of Assets policy established by the County based on the standards set forth in 24 CFR 85; entitled "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments", and specifically paragraph 31 relating to Real Property.
11. The City shall comply with the Use of Force Policy adopted by the County. In accordance with section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), City certifies that it has adopted and is enforcing a policy:
  - a. Prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstration; and
  - b. Enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within jurisdictions.

11. The City:

- a. May not apply for grants under the Small Cities or States CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG program; and
- b. May not participate in a HOME Consortium except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation.

IN WITNESS THEREOF, the parties have executed this Agreement as of the dates indicated.

CITY OF UNIVERSITY PLACE

PIERCE COUNTY

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

By: Doug Sutherland

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

Title: Pierce County Executive

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

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

Attested by:

\_\_\_\_\_

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

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

ATTEST:

The terms and provisions of this Agreement are fully authorized under state and local law and the Agreement provides full 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 in the City.

\_\_\_\_\_  
Pierce County Deputy Prosecuting Attorney

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



Department of Community Services  
8815 South Tacoma Way, Suite 202  
Tacoma, Washington 98499-4588  
(253) 798-7205 ♦ 1-800-833-6388 ♦ FAX (253) 798-6604  
TDD/Voice 1-800-833-6388 ♦ e-mail: commsvcs@co.pierce.wa.us

LINDA HURLEY ISHEM  
Director

June 4, 1999

Mayor Debbie Klosowski  
City Of University Place  
3715 Bridgeport Way W  
University Place WA 98466

Re: Notification of Availability of Grant Funds

Dear Mayor Klosowski:

As a partner in the Pierce County Urban County Consortium, Pierce County Community Services would like to take this opportunity to make a formal commitment to your City in regards to our administration of Community Development Block Grant (CDBG) and Emergency Shelter Grant (ESG) funds.

Pierce County will notify each consortium member no later than 30 days prior to the availability of CDBG/ESG Applications for Funding. This notification will include the due date for the applications, the dates and times of the mandatory applicant workshops, and contact person information. Applications will then be available for pickup at our office on the date indicated in the notification.

The notification will be made by mail to the Mayor's office, with a copy sent to the City Manager or City Administrator, if any.

If you have questions about this process or need additional information, please contact Bethany Wolbrecht at (253) 798-6922.

Thank you.

Sincerely,

Linda Hurley Ishem  
Director

Cc: City Administrator

