

**SNOHOMISH COUNTY HOUSING AND COMMUNITY DEVELOPMENT
URBAN COUNTY CONSORTIUM**

**INTERLOCAL COOPERATION AGREEMENT
AMENDMENT 1**

WHEREAS, Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as "County") and the City of Snohomish, a political subdivision of the State of Washington "(hereinafter referred to as "unit of local government"), pursuant to the Interlocal Cooperation Act of 1967, entered into an Interlocal Cooperation Agreement (hereinafter the "Agreement") in 1999 together with other participating units of local governments in Snohomish County for the Snohomish County Housing and Community Development Urban County Consortium; and

WHEREAS, the purpose of the Agreement is to qualify as an Urban County for receipt of Community Development Block Grant (hereinafter "CDBG"), HOME Investment Partnership Program (hereinafter "HOME"), Emergency Solutions Grant Program (hereinafter "ESG") and such other funds as may be available from the U.S. Department of Housing and Urban Development as a result of the Urban County designation; and

WHEREAS, the original term of the agreement was for Federal Fiscal Years 2000, 2001, and 2002, and the Agreement has been automatically renewed for successive three-year terms through the current term for Federal Fiscal Years 2012, 2013, and 2014 in order to maintain the Urban County designation for receipt of CDBG, HOME, ESG and other grant funds; and

WHEREAS, in order to maintain the Urban County designation for receipt of CDBG, HOME, ESG and other grant funds for Federal Fiscal Years 2015, 2016, and 2017, the U.S. Department of Housing and Urban Development is requiring that the Agreement be amended to more clearly delineate the fair housing and civil rights obligations to which urban counties and units of local government are subject and to add a new requirement regarding the use of CDBG funds that was placed in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76; and

WHEREAS, other minor revisions to the Agreement are necessary to meet the current requirements for cooperation agreements in the Urban County Qualification Notice for Federal Fiscal Years 2015, 2016, and 2017;

NOW, THEREFORE, the County, and the unit of local government, hereby agree as follows:

1. Section 1 of the Agreement is amended to read:

Each party authorizes the inclusion of its population and other demographic characteristics for purposes of qualification of Snohomish County as an Urban County as defined in the Act; joins together with all other participating units of general purpose

local government to qualify Snohomish County as an Urban County for Community Development Block Grant (hereinafter "CDBG"), HOME Investment Partnership Program (hereinafter "HOME"), Emergency Solutions Grant Program (hereinafter "ESG"), and such other funds as may be available from the U.S. Department of Housing and Urban Development as a result of the Urban County designation; agrees to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; and shall take all necessary actions to carry out the provisions of the approved Snohomish County Consolidated Plan. This agreement contemplates that identical agreements will be executed between the County and other cities and towns in Snohomish County and that the population and demographic data from those other cities and towns will further enable the County to qualify for CDBG, ~~and HOME,~~ and ESG funding. Such other cities and towns which enter into identical agreements are hereinafter referred to as "participating units of local government."

2. Section 2 of the Agreement is amended to read:

Snohomish County, as the applicant and grant recipient entity, assumes full decision making authority, including final funding award selections, policy making, and preparation and filing of the Consolidated Plan and annual Action Plan with the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to carry out activities funded from Federal Fiscal Year 2000, 2001, and 2002 appropriations for the CDBG, ~~and HOME,~~ and ESG programs and any program income generated from the expenditure of such funds, and also assumes all obligations of the applicant as provided in the Act and the regulations promulgated thereunder.

3. Section 3 of the Agreement is amended to read:

Through the execution of this Agreement, the unit of local government understands and acknowledges that ~~it is not eligible to apply to the State for CDBG or HOME funding from Federal appropriations for the Federal Fiscal Years for which this Agreement is in effect, it is not eligible to apply for grants from Federal appropriations under the State CDBG Program; that it may only participate in receive a formula allocation under the HOME Program only through the Urban County;~~ and that it may not participate in a HOME Consortium except with Snohomish County, and that this does not preclude the Urban County or the unit of local government from applying to the State for HOME funds, if the state allows; and that it may receive a formula allocation under the ESG Program only through the Urban County and that this does not preclude the Urban County or the unit of local government from applying to the State for ESG funds, if the state allows.

4. Section 4 of the Agreement is amended to read:

Snohomish County and the unit of local government will take all required actions necessary to assure compliance with the Urban County's certification required by Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended,

regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and including the provisions of the Fair Housing Act, affirmatively furthering fair housing. Title VI of the Civil Rights Act of 1964, Section 109 of Title I of the Housing and Community Development Act of 1974 Both parties must comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and with other applicable laws.

5. Section 5 of the Agreement is amended as follows:

Snohomish County shall not provide CDBG, ~~or HOME~~, or ESG funding in or in support of any participating unit of local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with the County's fair housing certification.

6. Section 7 of the Agreement is amended as follows:

Pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients ~~Snohomish County~~ including the requirement of cooperating through written agreement with Snohomish County as set forth in 24 CFR 570.503.

7. Section 14 of the Agreement is amended as follows:

This Agreement shall supersede all previous Urban County cooperation agreements and shall remain in full force and effect from July 1, 2000 to June 30, 2003, or thereafter until all CDBG, ~~and HOME~~, and ESG funds received by the unit of local government from the County from Federal Fiscal Year 2000, 2001 and 2002 appropriations and any subsequent qualification periods under this Agreement and all Program Income generated by activities funded from those receipts are expended and all the activities assisted either with the original receipts or the Program Income are completed. Neither party may terminate or withdraw from this Agreement while this Agreement remains in effect as provided herein and by the Act and Regulations. However, in the event that there is a revision of the Act and/or the Regulations which would make this Agreement out of compliance with the Act or Regulations, both parties will review this Agreement to renegotiate those items necessary to bring the Agreement into compliance. Both parties understand and agree that refusal to renegotiate this Agreement will result in the effective termination of the Agreement as of the date it is no longer in compliance with the Act and/or Regulations as amended.

Each party shall adopt any amendment to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period and to submit such amendment to HUD as provided in the urban county qualification notice. Failure to comply with the requirements of this paragraph will void the automatic renewal for such qualification period.

8. Section 15 of the Agreement is amended as follows:

At the end of the initial three year term, this Agreement shall automatically renew for an additional three year term, and thereafter at successive three year intervals, unless and until either of the parties gives Notice to the other, in the required manner, of its intention to terminate the Agreement at the end of the current term. Such Notice must be given in writing by a certain date that will be specified in instructions issued by HUD in advance of each succeeding three year term. The County shall inform the unit of local government in writing of that deadline date for Notice to terminate and its right not to participate, at least 30 days in advance of said date. In the event Notice of intent to terminate is given, the Agreement shall terminate after all CDBG₅ and HOME₅ and ESG funds received by the unit of local government from the County from appropriations for the three Federal Fiscal Years of that current term, and all Program Income generated by activities funded from those receipts, are expended and all the activities assisted either with the original receipts or the Program Income are completed.

9. The following Section 16 is added to the Agreement:

The unit of local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act pursuant to the Transportation, Housing, and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

10. All other terms and conditions of the original Agreement remain in full force and effect.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned parties have executed this AGREEMENT, this 5th day of August, 2014.

FOR City of Snohomish

BY [Signature]

TITLE City Manager

ATTEST:

BY [Signature]

TITLE City Clerk

FOR SNOHOMISH COUNTY

BY [Signature] 8/5/14

GARY HAAKENSON
Executive Director

TITLE _____

ATTEST:

BY [Signature]

TITLE Admin. Asst.

APPROVED AS TO FORM:

[Signature] 5/28/2014