

RESOLUTION NO. 2857

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, DIRECTING THE MAYOR TO SIGN AN AMENDMENT TO THE PIERCE COUNTY HUMAN SERVICES COOPERATION AGREEMENT FOR URBAN COUNTY COMMUNITY DEVELOPMENT PROGRAM FUNDS.

WHEREAS, the City originally opted out of the Pierce County Urban County Community Development Consortium (the Consortium) for fiscal year (FY) 2012 through FY 2014; and

WHEREAS, the City did not elect to rejoin the Consortium the last two opportunities in 2014 and 2017; and

WHEREAS, the City Council directed the Mayor to submit a letter notifying Pierce County of the City's intent to rejoin the Consortium on May 26, 2020 by; and

WHEREAS, the City Council passed Resolution 2854 directing the Mayor to sign the Pierce County Human Services Cooperation Agreement for Urban County Community Development Program Funds

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake, Washington, does hereby directing the Mayor to sign the attached amendment to the Pierce County Human Services Cooperation Agreement for Urban County Community Development Program Funds.

PASSED by the City Council this 11th day of August 2020.

DocuSigned by:

Neil Johnson, Jr.

20583FB9C281400
Neil Johnson, Jr., Mayor

AUTHENTICATED:

DocuSigned by:

Harwood T. Edvalson

F46A10AD29884A1
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Kathleen Haggard

3DB6AE277B904C4
Kathleen Haggard, City Attorney

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Public Services Department Jason Sullivan – Planning & Building Supervisor	Meeting/Workshop Date: August 11, 2020	Agenda Bill Number: AB20-91
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2857	Sponsor:

Agenda Subject: Pierce County Urban County Community Development Consortium

Full Title/Motion: A Resolution of the City of Bonney Lake, Washington, directing the Mayor to sign an amendment to the Pierce County Human Services Cooperation Agreement for Urban County Community Development Program Funds.

Administrative Recommendation: Approve

Background Summary: The City Council authorized the Mayor to sign the Cooperation Agreement to officially rejoin the Pierce County Urban County Community Development Consortium (the Consortium) on July 28, 2020. After the Cooperation Agreement have been reviewed by the City Council and signed by both the City and Pierce County, the U.S. Department of Housing and Urban Development (HUD) informed Pierce County that one of HUD’s required provisions was missing from the agreement developed by the Pierce County. The Resolution will authorize the Mayor to sign an amendment to the Cooperation Agreement to add to required paragraph that was mistakenly left out of the initial agreement.

Attachments: Resolution 2854, Resolution 2857, and HUD Consortium Agreement Amendment

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation:			

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Date:	Approvals: Chair/Councilmember Councilmember Councilmember	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Yes</th> <th style="width: 50%;">No</th> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> </table>	Yes	No						
Yes	No										
	Forward to:	Consent Agenda:	<input type="checkbox"/> Yes <input type="checkbox"/> No								
Commission/Board Review:											
Hearing Examiner Review:											

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): May 26, 2020 and July 28, 2020	Tabled to Date:

APPROVALS		
Director: <i>Ryan Johnstone, P.E.</i>	Mayor: <i>Neil Johnson Jr.</i>	Date Reviewed by City Attorney: (if applicable):

RESOLUTION NO. 2854

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, DIRECTING THE MAYOR TO SIGN THE PIERCE COUNTY HUMAN SERVICES COOPERATION AGREEMENT FOR URBAN COUNTY COMMUNITY DEVELOPMENT PROGRAM FUNDS.

WHEREAS, the City originally opted out of the Pierce County Urban County Community Development Consortium (the Consortium) for fiscal year (FY) 2012 through FY 2014; and

WHEREAS, the City did not elect to rejoin the Consortium the last two opportunities in 2014 and 2017; and

WHEREAS, the City Council directed the Mayor to submit a letter notifying Pierce County of the City's intent to rejoin the Consortium on May 26, 2020 by; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake, Washington, does hereby directing the Mayor to sign the attached Pierce County Human Services Cooperation Agreement for Urban County Community Development Program Funds.

PASSED by the City Council this 28th day of July 2020.

DocuSigned by:
Neil Johnson, Jr.
20583FB9C281400
Neil Johnson Jr., Mayor

AUTHENTICATED:
DocuSigned by:
Harwood T. Edvalson
F46A10AD29884A1...
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:
DocuSigned by:
Kathleen Haggard
3DB8AE277B904C4...
Kathleen Haggard, City Attorney

**PIERCE COUNTY HUMAN SERVICES
COOPERATION AGREEMENT FOR
URBAN COUNTY COMMUNITY DEVELOPMENT PROGRAM FUNDS**

THIS AGREEMENT, made and entered into by and between Pierce County (hereinafter called County) and the City of Bonney Lake (hereinafter called the City) this 28th of July, 2020, 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 receive Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnership (HOME) funds for fiscal years 2021, 2022, and 2023, under provisions of Title I of the Housing and Community Development Act of 1974 (as amended), the Stewart & McKinney Homeless Assistance Act (as amended), 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, Bonney Lake was a member of the Urban County Consortium until opting out on July 1, 2012, but now wishes to rejoin the Urban County Consortium effective July 1, 2021;

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 2021, 2022, and 2023 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 receive 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 include, 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 and affirmatively furthering fair housing; Section 109 of Title I of the Housing and Community Development Act of 1974 (as amended), which incorporates Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, Section 3 of the Housing and Urban Development Act of 1968, and all 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 provide 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.

12. 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;
- b. May not participate in a HOME Consortium except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation; and
- c. May not participate in an ESG program except through the Urban County.

**PIERCE COUNTY
Cooperation Agreement Signature Page**

IN WITNESS WHEREOF, the parties have executed this Agreement on the days indicated below:

CITY OF BONNEY LAKE:

PIERCE COUNTY:

Attest: The terms and provision of this agreement are fully authorized under state and local law and the Agreement provides full legal authority for the County.

Jessica Leiser Digitally signed by Jessica Leiser
Date: 2020.07.30 11:18:59 -07'00'

DocuSigned by:

Neil Johnson, Jr.

7/28/2020

Signature of City Official

Date

Deputy Prosecuting Attorney
(as to form only)

Date

Dan Grimm Digitally signed by Dan Grimm
Date: 2020.07.30 16:22:48 -07'00'

Neil Johnson, Jr., Mayor

Print Signer's Name and Title

County Executive

Date

Dan Grimm, Deputy Executive

Mailing Address:
P.O. Box 7380
Bonney Lake WA 98391

DocuSigned by:

Harwood T. Edvalson

7/28/2020

Signature of City Clerk

Date

Harwood T. Edvalson

Print Signer's Name

**PIERCE COUNTY HUMAN SERVICES
COOPERATION AGREEMENT FOR
URBAN COUNTY COMMUNITY DEVELOPMENT PROGRAM FUNDS AMENDMENT**

Amendment No. 1

The Agreement between Pierce County (hereinafter called County), and the City of Bonney Lake (hereinafter called the City) this 11th of August, 2020, is amended as follows:

Except those provisions inclusive to this amendment, all other terms and conditions of the above referenced Agreement remain in effect.

Add paragraph 13 with this amendment:

13. The City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general 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.

PIERCE COUNTY

Cooperation Agreement Signature Page

IN WITNESS WHEREOF, the parties have executed this Amendment on the days indicated below:

CITY OF BONNEY LAKE:

PIERCE COUNTY:

Attest: The terms and provision of this Agreement are fully authorized under state and local law and the Agreement provides full legal authority for the County.

Jessica Leiser

DocuSigned by:

Neil Johnson, Jr.

8/11/2020

Jessica Leiser

08/04/2020

Signature of City Official

Date

Deputy Prosecuting Attorney
(as to form only)

Date

Neil Johnson, Jr., Mayor

Print Signer's Name and Title

**Bruce
Dammeier**

Digitally signed by Bruce
Dammeier
Date: 2020.08.19
15:16:04 -0700

County Executive

Date

Mailing Address:

P.O. Box 7380

Bonney Lake WA 98391

DocuSigned by:

Harwood T. Edvalson

8/11/2020

Signature of City Clerk

Date

Harwood T. Edvalson

Print Signer's Name