

**INTERLOCAL COOPERATION AGREEMENT FOR URBAN COUNTY COMMUNITY
DEVELOPMENT PROGRAM FUNDS BETWEEN KITSAP COUNTY AND THE CITIES
OF BAINBRIDGE ISLAND, PORT ORCHARD AND POULSBO**

PROGRAM YEARS 2015 - 2016 AND AS HEREIN RENEWED

This agreement is entered into between Kitsap Urban County (hereinafter referred to as "COUNTY"), a political subdivision of the State of Washington, and the cities of Bainbridge Island, Port Orchard and Poulsbo (hereinafter referred to as "CITIES"), municipal corporations of the State of Washington within Kitsap County, for the cooperation of units of local government under the authority of RCW 39.34. It will become effective upon adoption by the parties and will continue until terminated as provided herein.

SECTION 1. RECITALS

1.1 WHEREAS, the Congress of the United States of America has enacted the National Affordable Housing Act, HOME Investments in Affordable Housing Program, as promulgated by the U S Department of Housing and Urban Development (hereinafter HUD) in 24 CFR Part 92, allowing units of general local government to enter into mutual cooperation agreements to form a consortium for the purpose of obtaining funding as a participating jurisdiction under the HOME Investment Partnership Program (HOME Program);

1.2 WHEREAS, it is found that these objectives are pertinent to the concerns and needs of the COUNTY and of the CITIES;

1.3 WHEREAS, eligibility for HOME Investment Partnership funds is based upon criteria similar to the criteria for eligibility for Urban County designation for CDBG funds;

1.4 WHEREAS, the COUNTY and CITIES of Bainbridge Island, Port Orchard and Poulsbo have requested Urban "County" status under the CDBG Program and the City of Bremerton qualifies as a separate entitlement under the CDBG program;

1.5 WHEREAS, COUNTY shall administer the HOME program as well as the Urban County CDBG program and the CITY of Bremerton will administer its own CDBG program. Both of these programs will be included in the County Consortium's Consolidated Plan;

1.6 WHEREAS, the signatory political subdivisions to this agreement have determined that obtaining funding under the HOME Program will increase their ability to provide affordable housing for their low and moderate income residents; and

1.7 WHEREAS, the Department of Housing and Urban Development has specified the minimum provisions which must be included within any intergovernmental agreement for the cooperating governmental bodies to qualify for Urban County eligibility.

1.8 NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

SECTION 2. ACTIVITIES

2.1 This agreement covers the CDBG Entitlement program and the Home Investment Partnership Program of the signatory parties.

2.2 The signatory parties agree to take affirmative action to further fair housing in their jurisdictions. Such actions may include planning, education and outreach, and enforcement components.

2.3 The signatory parties agree that they will take all 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, including Title VI 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, and other applicable laws. Urban County funding is prohibited for activities, in or in support of, any city that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification. Noncompliance by a city included in an urban county may constitute noncompliance by the entire urban county which can, in turn, provide cause for funding sanctions or other remedial actions by the Department.

2.4 The signatory parties agree to cooperate to undertake or assist in undertaking community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

2.5 The signatory parties understand, that by executing the CDBG cooperation agreement, they:

- (a) may not apply for grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during the period in which it participates in the urban county's CDBG program; and
- (b) may receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments.

2.6 The signatory parties understand that, pursuant to 24 CFR 570.501(b) they are subject the same requirements applicable to subrecipients, including the requirement of a written agreement described in 24 CFR 570.503

2.7 The signatory parties agree that each party has adopted and is enforcing:

- (a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- (b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."

SECTION 3. ADMINISTRATION

3.1 The COUNTY will administer both the Urban County's Community Development Block Grant Program and HOME Investment Partnership Program.

3.2 The CITIES are responsible for submitting in a timely manner to the COUNTY all information necessary for the Consolidated Plan, the HOME program description and certifications (24 CFR 92.150), and performance reports. The Consolidated Plan Annual Performance Report, HOME Annual Performance Report, and the Annual Consolidated Plan information shall be provided to the COUNTY by the dates specified by the COUNTY.

3.3 The COUNTY shall have decision making authority regarding the Consolidated Plan, the Urban County's annual Community Development Policy plan and annual project allocations consistent with the process in the Policy Plan as well as the HOME allocation process and plan. Development of the documents will require input from the CITIES and the participation of citizens appointed to an Advisory Board(s). Appointments will be made each year as follows: each Mayor shall appoint one citizen volunteer to each Board and each County Commissioner shall appoint one citizen volunteer to each Board. Representatives of the CITIES shall have the opportunity to attend a study session on the recommended grant awards prior to the COUNTY making final awards. The COUNTY, however, has ultimate responsibility for selecting the Urban County's CDBG activities and the HOME activities and submitting the Consolidated Plan to the Department of Housing and Urban Development.

SECTION 4. TERM OF THIS AGREEMENT

4.1 This agreement covers the CDBG Entitlement and Home Investment Partnership funds for fiscal years 2015 – 2016 and for such future fiscal years as this agreement is automatically renewed, along with such program income generated from the expenditure of said funds.

4.2 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 COUNTY or CITIES provide written notice that they elect not to participate in the new qualification period. A copy of this notice must be sent to the HUD Field Office. The COUNTY, by the date specified in HUD's urban county qualification notice, shall notify the CITIES of their right not to participate in the new qualification period. A copy of this notice shall be sent to the HUD Field Office by the date specified in the urban county qualification schedule in Section II.

4.3 The signatory parties agree to 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. A failure of any of the signatory parties to adopt such amendments will void the automatic renewal provision for such qualification period.

4.4 This agreement shall remain in full force and effect from the date of execution and approval by HUD until the CDBG and Home funds and program income received with respect to activities carried out during the three-year qualification period are expended and the funded activities completed.

4.5 The consortium members are required to remain in the consortium and cannot terminate or withdraw during the entire period, unless HUD revokes the designation as a participating jurisdiction in accordance with 24 CFR 92.107.

CITY OF BAINBRIDGE ISLAND

Doug Schulze, City Manager

DATE: _____

CITY OF PORT ORCHARD

Tim Matthes, Mayor

DATE: _____

CITY OF POULSBO

Becky Erickson, Mayor

DATE: _____

KITSAP COUNTY BOARD OF COMMISSIONERS

Robert Gelder

Robert Gelder, Chair

E. Wolfe

Edward E. Wolfe, Commissioner

NOT PRESENT

Charlotte Garrido, Commissioner

DATE: *February 23, 2015*

ATTEST:

Carolyn S. Gouley

for Dana Daniels, Clerk of the Board



CITY OF BAINBRIDGE ISLAND

Anne S. Blair

Anne S. Blair, Mayor

DATE: _____

2.24.15

CITY OF PORT ORCHARD

Tim Matthes, Mayor

DATE: _____

CITY OF POULSBO

Becky Erickson, Mayor

DATE: _____

KITSAP COUNTY BOARD OF COMMISSIONERS

Robert Gelder, Chair

Edward E. Wolfe, Commissioner

Charlotte Garrido, Commissioner

DATE: _____

ATTEST:

Dana Daniels, Clerk of the Board

CITY OF BAINBRIDGE ISLAND

KITSAP COUNTY BOARD OF COMMISSIONERS

Doug Schulze, City Manager

Robert Gelder, Chair

DATE: _____

Edward E. Wolfe, Commissioner

CITY OF PORT ORCHARD

Tim Matthes

Tim Matthes, Mayor

Charlotte Garrido, Commissioner

DATE: 3-11-2015

DATE: _____

CITY OF POULSBO

ATTEST:

Becky Erickson, Mayor

Dana Daniels, Clerk of the Board

DATE: _____

City of Port Orchard

ATTEST: Brandy Rinearson

Brandy Rinearson, CMC, City Clerk



APPROVED AS TO FORM:

[Signature]

Port Orchard Interim City Attorney

CITY OF BAINBRIDGE ISLAND

KITSAP COUNTY BOARD OF COMMISSIONERS

Doug Schulze, City Manager

Robert Gelder, Chair

DATE: _____

Edward E. Wolfe, Commissioner

CITY OF PORT ORCHARD

Charlotte Garrido, Commissioner

Tim Matthes, Mayor

DATE: _____

DATE: _____

CITY OF POULSBO

ATTEST:



Becky Erickson, Mayor

Dana Daniels, Clerk of the Board

DATE: 3/4/15

CERTIFICATION

I hereby find that the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the COUNTY to undertake or assist in undertaking essential community development and housing activities, specifically urban renewal and publicly assisted housing.

TINA R. ROBINSON
PROSECUTING ATTORNEY

By: Shelley E Kneip
Shelley Kneip, Deputy Prosecuting Attorney