## AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN KITSAP URBAN COUNTY AND THE CITY OF BREMERTON TO FORM A HOME CONSORTIUM UNDER THE NATIONAL AFFORDABLE HOUSING

WHEREAS, the City of Bremerton, (hereinafter the "City"), a Washington Municipal Corporation, and Kitsap Urban County (hereinafter the "County"), pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, previously entered into an Interlocal Cooperation Agreement, KC-056-15, for the purposes of forming a HOME Consortium under the National Affordable Housing Act. Kitsap County Urban County includes Kitsap County, and the cities of Bainbridge Island, Port Orchard and Poulsbo, all Washington Municipal Corporations, pursuant to a separate interlocal agreement among those entities.

WHEREAS, the Agreement was signed by Kitsap County on February 23, 2015 and the City of Bremerton on March 4, 2015 and became effective upon adoption by the parties and will continue until terminated as provided herein.

WHEREAS, HUD allows for amendments to existing agreements to rather than drafting new cooperation agreements, and it is necessary to modify Sections 4.7, 4.8 and 4.9 clarifying administrative responsibilities.

WHEREAS the County and the City agree to the modifications of such Agreement.

NOW THEREFORE, in consideration of the mutual benefits contained herein, the Interlocal Cooperation Agreement is hereby modified as follows:

## **SECTION 4. ADMINISTRATION**

- 4.7 The COUNTY is responsible for submitting the Consolidated Plan to the Department of Housing and Urban Development. Development of the Consolidated Plan will require the participation of citizens and organizations as well as input from the CITY. The CITY will provide specific information concerning its housing and non-housing activities as well as its action plan relating to CDBG activities to the COUNTY to be included in the Consolidated Plan.
- 4.8 The COUNTY will manage the application and award process for the entire HOME allocation which includes CITY approval of projects for their share of the HOME funds. The COUNTY agrees to adopt and implement the HOME projects once approved by the CITY provided such projects are consistent with the HOME Program requirements as set forth in the applicable Code of Federal Regulations.
- 4.9 Funds received by the Kitsap County HOME Consortium will be allocated between the COUNTY and the CITY projects based on a proration of the HOME allocation as established by the Federal allocation formula for the year or the most recent formula if a current year formula has not been established. The percentage of distribution between the COUNTY and the CITY shall be as determined in HUD's HOME Consortia Participating Members Percentage Report for each federal fiscal year. Provided, however, that if the federal allocation is reduced due solely to one Party's program activities, the Party that caused the reduction in funds shall have its allocation reduced

accordingly.

- (a) CITY agrees that administrative funds will be used by the COUNTY for administration of the HOME Program. The CITY may bill the COUNTY for any administrative costs associated with the CITY's share of HOME.
- (b) CITY will remit Program Income to the COUNTY for reporting to HUD and the COUNTY will include the Program Income for CITY HOME projects through the annual application process.

THIS AMENDMENT constitutes the entire amendment to the agreement between the County and the Cities. All other terms and conditions of the Interlocal Cooperation Agreement remain in effect.

THIS AMENDMENT is effective when signed by all parties.

Signed by:  Street Wheeler	COMMISSIONERS, as Representative Member of Urban County Consortium
GREG WHEELER, Mayor  DATE:  6/18/2025	CHRISTINE ROLFES, Chair
Approves As To Form:  Signed by:  Lylic Finnell  D8F55D0058254A1  Kylie Finnell, City Attorney	ORAN ROOT, Commissioner  KATHERINE T. WALTERS, Commissioner
	DATE: 7/14/25
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