

Return Address:

Grants Administration, MS 304  
Snohomish County Planning and Development Services  
3000 Rockefeller Ave.  
Everett, WA 98201



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07/22/1999 03:47 PM Snohomish  
P.0006 RECORDED County

AUDITOR/RECORDER'S INDEXING COVER SHEET

Document title: Interlocal Cooperation Agreement

Grantor: City of Mukilteo

Grantee: Snohomish County

Reference Number(s) of Documents Assigned or Released: None

Legal description: Not applicable

Assessor's Property Tax Parcel/Account Number: Not applicable

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

**INTERLOCAL COOPERATION AGREEMENT**

**WHEREAS**, the Congress of the United States of America has declared that the nation's cities, towns and smaller urban communities face critical social, economic, and environmental problems, and has enacted the Housing and Community Development Act of 1974, as amended (hereinafter "the Act") in response thereto; and

**WHEREAS**, the Act makes federal financial assistance available for:

1. Eliminating slums and blight, blighting influences and the deterioration of property in neighborhood and community facilities of importance to the welfare of the community;
2. Eliminating conditions detrimental to health, safety and welfare of the public through enforcement of regulatory standards, demolition, interim rehabilitation assistance and related activities;
3. Conserving and expanding the nation's housing stock so as to provide a decent home and suitable living environment for every person and primarily those of low income;
4. Expanding and improving the quantity and quality of community services, principally for persons of low income, which are essential for sound community development;
5. Utilizing land and other natural resources so as to afford the most rational and best arrangement of the residential, commercial, industrial, recreational, and other needed activity centers;
6. Reducing the isolation of income groups within communities and geographic areas by promoting and increasing the diversity and vitality of neighborhoods through lessening housing concentration of low income people and revitalizing deteriorating and deteriorated neighborhoods;
7. Restoring and preserving property of special value for historic, architectural, or aesthetic reasons;
8. Community revitalization in areas with population out-migration and/or stagnating or declining tax base; and
9. Conserving the nation's scarce energy resources, improving energy efficiency, and the providing of alternative and renewable energy source supplies; and

**WHEREAS**, the Act and the Regulations established thereunder (hereinafter "Regulations") establish certain eligibility requirements for receipt of federal financial assistance; and

**WHEREAS**, Snohomish County may be eligible to receive federal financial assistance under that Act as an "Urban County;" and

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**WHEREAS**, the Interlocal Cooperation Act of 1967 (Chapter 39.34, Revised Code of Washington) permits local governmental units to cooperate in a manner that will accord best with geographic, economic, demographic and other factors influencing the development of local communities;

**NOW, THEREFORE**, Snohomish County, a political subdivision of the State of Washington (hereafter referred to as "County"), and the City of Mukilteo, a political subdivision of the State of Washington (hereafter referred to as "unit of local government"), pursuant to the Interlocal Cooperation Act of 1967, in consideration of the promises and covenants hereinafter set forth, agree as follows:

1. 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"), 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 funding. Such other cities and towns which enter into identical agreements are hereinafter referred to as "participating units of local government."
2. 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 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. 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, that it may only participate in the HOME Program through the Urban County, and that it may not participate in a HOME Consortium except with Snohomish County.

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4. 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, including the provisions of the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.
5. Snohomish County shall not provide CDBG or HOME 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. The County and the unit of local government have each adopted and are each enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and 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 nonviolent civil rights demonstrations within jurisdictions.
7. Pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to Snohomish County including the requirement of cooperating through written agreement with Snohomish County as set forth in 24 CFR 570.503.
8. A Policy Advisory Board is hereby established which shall advise the County Council and Executive in matters of planning and administration of the Urban County program, including preparation of the Consolidated Plan and annual Action Plan, establishing and maintaining program management policies, and selecting among competing funding applications.
9. The Policy Advisory Board shall consist of the Snohomish County Executive (or his/her designee); three (3) members of the Snohomish County Council; one (1) Mayor or Council member to represent all participating units of local government whose population, independently, is 10,000 or greater; one (1) Mayor or Council member to represent all participating units of local government whose population, independently, is between 3,000 and 10,000; one (1) Mayor or Council member to represent all participating units of local government whose population, independently, is less than 3,000; one (1) Mayor or Council member to represent all participating units of local government at large; and one (1) Snohomish County citizen selected and appointed by the other eight (8) members of the Policy Advisory Board to serve ex officio as Chairperson of the Board. The four members representing participating municipalities shall each be selected and appointed in a manner agreed upon by the units of local government represented. Each Policy Advisory Board member shall have one vote in the Board's proceedings, except that the ex officio Chairperson shall vote only in the event of a tie.

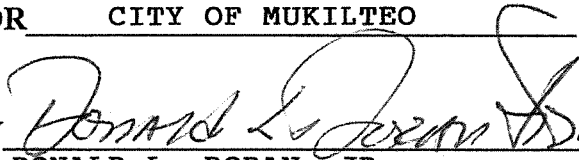
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10. The Policy Advisory Board shall adopt bylaws, hold public hearings, advise on public and intergovernmental information and consultation processes, review and make recommendations on proposed plans, priorities, and policies, and review and make recommendations on proposed funding awards.
11. For the purpose of assisting in assessing funding applications for such characteristics as community need, conformance with adopted plans and priorities, nature and extent of benefit, financial or technical feasibility, or other factors bearing upon the merit of proposals competing for funding, a Technical Advisory Committee is hereby established which shall make recommendations to the Policy Advisory Board.
12. The Technical Advisory Committee shall consist of one (1) representative appointed by each participating unit of local government; two (2) representatives of Snohomish County appointed by the Snohomish County Executive; one (1) representative appointed by the Housing Authority of Snohomish County; and eight (8) Snohomish County residents appointed by the Policy Advisory Board to represent the following population groups: two residents representing low-income persons; two residents representing handicapped persons; two residents representing senior citizens; and two residents representing minority persons. Each Committee member shall have one vote.
13. Awards of all funds administered by the County under this Agreement shall be executed by written contractual agreements, in the form prescribed by the County, between the County and the participating units of local government or other eligible public and private nonprofit award recipients; and all activities receiving such financial assistance shall be carried out in compliance with those agreements and with all other applicable laws and regulations.
14. 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 funds received by the unit of local government from the County from Federal Fiscal Year 2000, 2001 and 2002 appropriations 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.

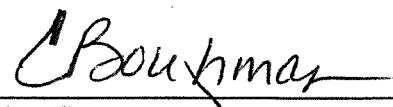
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15. At the end of the initial three year term this Agreement shall automatically renew for an additional three year term, and thereafter at successive three year intervals, unless and until either of the parties gives Notice to the other, in the required 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, 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 CDBG and HOME 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.

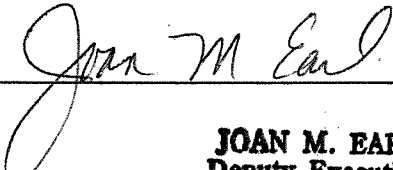
IN WITNESS WHEREOF, the undersigned parties have executed this AGREEMENT, this 15th day of July, 1999.

FOR CITY OF MUKILTEO  
BY   
DONALD L. DORAN, JR.

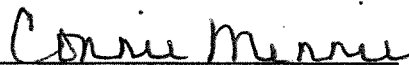
TITLE MAYOR

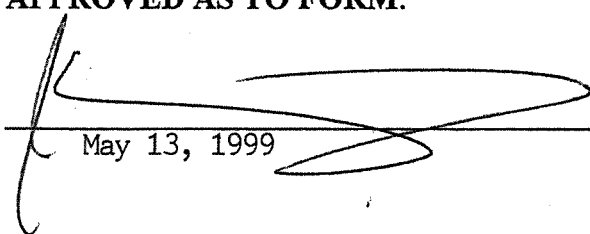
ATTEST:  
BY   
CHRISTINA J. BOUGHMAN

TITLE DEPUTY CITY CLERK

FOR SNOHOMISH COUNTY  
BY   
JOAN M. EARL  
Deputy Executive

TITLE \_\_\_\_\_

ATTEST:  
BY   
TITLE Executive Admin. Asst.

APPROVED AS TO FORM:  
  
May 13, 1999

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**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 Mukilteo, 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 CDBG, ~~and HOME~~, 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 5<sup>th</sup> day of August, 2014.

FOR CITY OF MUKILTEO

BY Gary R. Haakenson

TITLE Mayor

ATTEST:

BY C. Bouhmar

TITLE CITY CLERK

FOR SNOHOMISH COUNTY

BY Gary Haakenson 8/5/14

TITLE GARY HAAKENSON  
Executive Director

ATTEST:

BY Cara E. Palmer

TITLE Admin asst.

APPROVED AS TO FORM:

Rebecca Wendling 5/28/2014