

RESOLUTION 2023-GG

A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON, AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE PIERCE COUNTY COOPERATION AGREEMENT FOR URBAN DEVELOPMENT PROGRAM FUNDS

WHEREAS, the Town of Eatonville (“Town”) entered into a Cooperation Agreement for Urban County Community development Program Funds (“Agreement”) with Pierce County (“the County”), Attachment 1, on June 29, 1999; and

WHEREAS, Amendment No. 1 to the Agreement, Attachment 2, deleted and replaced Paragraph 5 and was entered into in 2014; and

WHEREAS, the Agreement automatically renews at the end of each three-year qualification period, unless changes are required by the Department of Housing and Urban Development (“HUD”); and

WHEREAS, HUD has revised paragraph 5 of the Agreement and the County has provided the Town with Amendment No. 2, amending paragraph 5 from Amendment No. 1; now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

THAT: The Town Council approves, and the Mayor is authorized to execute on behalf of the Town, the Pierce County Human Services Cooperation Agreement for Urban County Community Development Program Funds Amendment No. 2, attached hereto as Exhibit A.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 14th day of August 2023.

David Baublits, Mayor

ATTEST:

Miranda Doll, Town Clerk

RESOLUTION 2023-GG

COOPERATION AGREEMENT FOR
URBAN COUNTY COMMUNITY DEVELOPMENT PROGRAM FUNDS

THIS AGREEMENT, made and entered into by and between Pierce County (hereinafter called the County) and the Town of Eatonville (hereinafter called the Town) this 29 day of June, 1999, 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 received Community Development Block Grant (CDBG), Emergency Shelter Grant (ESG), and HOME Investment Partnership (HOME) funds for fiscal years 2000, 2001, and 2002, under provisions of Title I of the Housing and Community Development Act of 1974 (as amended), the Stewart B. McKinney Homeless Assistance Act (as amended) and 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, 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 Town, 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 2000,2001, and 2002 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 received 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 Town 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 Town 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 Town 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 included, 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; Section 109 of Title I of the Housing and Community Development Act of 1974 (as amended); and 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 provided 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 Town, 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 Town 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 Town 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 Town 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 Town 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 Town to accomplish the objectives of the program;
 - c. Any program income the Town 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 Town, any program income retained in the control of the Town 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 Town 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 Town 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), Town 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.

11. The Town:

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

IN WITNESS THEREOF, the parties have executed this Agreement as of the dates indicated.

TOWN OF EATONVILLE

PIERCE COUNTY

By: Cliff Murphy

By: Doug Sutherland

Title: Mayor

Title: Pierce County Executive

Date: June 29, 1999

Date: 7/14/99

Attested by:

ATTEST:

Title: Deputy Clerk

The terms and provisions of this Agreement are fully authorized under state and local law and the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing in the Town.

Date: 6/29/99

M. Peter Philly
Pierce County Deputy Prosecuting Attorney

Date: July 13, 1999

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

Amendment No. 1

The Agreement between the Pierce County Community Connections Department, Community Development Division, (hereinafter, the "County") and Town of Eatonville, (hereinafter, the "City") dated June 29, 1999 is amended as follows:

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

First paragraph delete program title Emergency Shelter Grant (ESG) and replace with the program title Emergency Solutions Grant (ESG) as referenced in the original Agreement.

Second paragraph, delete and replace with this amendment:

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 Cities of Tacoma, Lakewood, and other eligible general local governments, which hereafter may become entitlement communities, as defined by the Department of Housing and Urban Development (HUD); and

Paragraph 5, delete and replace with this amendment:

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 and the Age Discrimination Act of 1975, 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.

Correct the numbering for paragraph 11. The City to paragraph 12. The City with this amendment:

Paragraph 12. The City add new section with this amendment:

- c. May not participate in an ESG program except through the Urban County.

Add Paragraph 13 with this amendment:

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COMMUNITY CONNECTIONS

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 as required per the Transportation, Housing and Urban Development and Related Agencies Appropriations Act, 2014.

Pierce County
Amendment Signature Page

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

Town of Eatonville:

Mike Schaub 6/6/14
Signature Date

Mike Schaub, Mayor
Print Signer's Name and Title

Mailing Address:

P.O. Box 309

Eatonville, WA 98328

Attested By:

Mike Schaub 6/6/14
Signature Date

Mike Schaub
Print Signer's Name and Title

PIERCE COUNTY

Tom McElroy 7/31/14
County Executive Date

M. Peter Phulley 5/9/2014
Deputy Prosecuting Attorney (As to form Only) Date

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 to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing in the city.

M. Peter Phulley 5/9/2014
Deputy Prosecuting Attorney (As to form Only) Date

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

Amendment No. 2 – Dated July 21, 2023

The Agreement between the Pierce County Human Services Department, Community Development Division, (hereinafter, the "County") and Town of Eatonville, (hereinafter, the "Town") dated May 17, 1999, is amended as follows:

Except those provisions inclusive to this amendment, all other terms and conditions of the above referenced Agreement and Amendment No. 1 dated 2014 remain in effect.

Paragraph 5, amended to include the underlined language:

5. All actions necessary to ensure compliance with Federal regulations and requirements shall be taken with regards to; Section 104(b) of Title 1 of the Housing and Community Development Act of 1974 (as amended); Title IV of the Civil Rights Act of 1964; **and the implementing regulations at 24 CFR part 1,** **and the Fair Housing Act, and the implementing regulations at 24 CFR part 100,** and affirmatively furthering fair housing. **See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at <https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications>.** Section 109 of Title 1 of the Housing and Community Development Act of 1974, **and the implementing regulations at 24 CFR part 6,** which incorporates Section 504 of the Rehabilitation Act of 1973, **and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 24 CFR part 35,** the Age Discrimination Act of 1975, **and the implementing regulation at 24 CFR part 146,** and **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.

PIERCE COUNTY

Cooperation Agreement Signature Page

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

Town of Eatonville:

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.

Signature of Town Administrator

Date

Deputy Prosecuting Attorney
(as to form only)

Date

Print Signer's Name and Title

County Executive

Date

Mailing Address: PO Box 309
Eatonville, WA 98328

Signature of City Clerk

Date

Print Signer's Name