

RESOLUTION NO. 770
EXHIBIT 1

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 City of Roy (hereinafter called the City) this 10th day of May, 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 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 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,

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 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,

11. 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; 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.

CITY OF ROY

Joel A. Derefield

By: JOEL A. DEREFIELD

Title: MAYOR

Date: 5-10-99

Attested by:

Betty J. Harrison

Title: City Clerk-Treasurer

Date: 5-10-99

PIERCE COUNTY

Doug Sutherland 7/14

By: Doug Sutherland

Title: Pierce County Executive

Date: 7/14/99

ATTEST:

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 City.

M. Peter Phibbs
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 **City of Roy**, (hereinafter, the "City") dated May 10, 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:

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:

<p>City of Roy:</p> <p><u>Karen E. Yates</u> 7/14/14 Signature Date</p> <p><u>Karen E. Yates</u> Print Signer's Name and Title</p> <p><u>Mailing Address:</u> P.O. Box 700 Roy, WA 98580</p> <p>Attested By:</p> <p><u>Cathy Parker</u> 7/14/14 Signature Date</p> <p><u>CATHY PARKER, City At</u> Print Signer's Name and Title</p>	<p>PIERCE COUNTY:</p> <p><u>Ad McCarty</u> 7/21/14 County Executive Date</p> <p><u>M. Peter Phully</u> 5/9/2014 Deputy Prosecuting Attorney (As to form Only) Date</p> <p>ATTEST:</p> <p>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.</p> <p><u>M. Peter Phully</u> 5/9/2014 Deputy Prosecuting Attorney (As to form Only) Date</p>
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CITY OF ROY, WASHINGTON

RESOLUTION NO. 770

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROY, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 1 TO THE COOPERATION AGREEMENT FOR URBAN COUNTY COMMUNITY DEVELOPMENT PROGRAM FUNDS WITH PIERCE COUNTY COMMUNITY CONNECTIONS.

WHEREAS, on May 10, 1999, the Roy City Council authorized the Mayor to enter into the Cooperation Agreement with Pierce County for Urban County Community Development Program Funds, attached hereto as Exhibit 1; and

WHEREAS, the City of Roy continues to be a member of Pierce County's Urban County Community Development Consortium, sharing in the receipt and mutual allocation of the U.S. Department of Housing and Urban Development's entitlement grants known as CDBG, ESG and HOME; and

WHEREAS, the Cooperation Agreement has been automatically renewed for the years 2015 – 2017 because the City of Roy did not elect to opt out of participation; and

WHEREAS, the U.S. Department of Housing and Urban Development revised the requirements of the Cooperation Agreement, necessitating amendments to it;

NOW THEREFORE, be it resolved by the City Council of the City of Roy, Washington

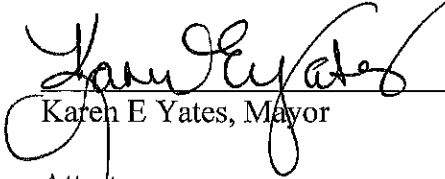
Section 1. The City Council of the City of Roy hereby directs the mayor to sign Amendment No. 1 to the Pierce County Community Connections Cooperation Agreement for Urban County Community Development Program Funds in substantially the form on file in the City Clerk-Treasurer's office.

Section 2. Severability. If any section, sentence, clause or phrase of this Resolution should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such

invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution.

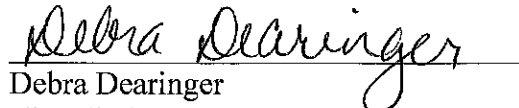
Section 3. All acts consistent with this resolution are hereby authorized.

Adopted this 14th day of July, 2014.



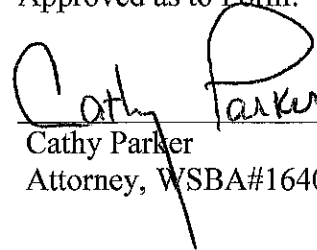
Karen E Yates, Mayor

Attest:



Debra Dearing
City Clerk-Treasurer

Approved as to Form:



Cathy Parker
Attorney, WSBA#16406