CLARK COUNTY WASHINGTON
COMMUNITY SERVICES

clark.wa.gov
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Vancouver, WA 98666-5000
360-397-2130

May 22, 2017

Mayor Greg Thornton
City of LaCenter
214 E. Fourth Street
LaCenter, WA 98629

Dear Mayor Thornton:

The U.S. Department of Housing and Urban Development (HUD) has notified Clark County that it can again qualify as a Community Development Block Grant (CDBG) urban county. Since 1985, CDBG funds have been used for a variety of public improvements, community facilities, planning, and housing activities throughout the county.

This letter is to advise you that the City of La Center will automatically continue to participate in the urban county CDBG Program unless it terminates its agreement with the county. In 2014, La Center signed an updated three-year CDBG agreement that automatically renews every three years unless the city terminates the agreement. This agreement is enclosed for your reference. Cities that choose to terminate the urban county three-year cooperation agreement may not join at a later date during the life of the agreement (2018-2020) and conversely cities that sign the three-year agreement may not withdraw from the agreement during the three years.

Communities that participate in the urban county CDBG program may not participate in the Washington State Small Cities CDBG program during the life of the cooperation agreement. In addition, by being included in the urban county, La Center will also be participating in the Home Investment Partnerships Program (HOME) which provides funds to the urban county for affordable housing.

If La Center chooses not to continue to participate in the three-year cooperation agreement, the city must notify, in writing, Clark County and HUD's Washington State Office of its decision to terminate the agreement, by June 12, 2017. The address of HUD's Washington State Office is: 909 First Avenue, Suite 300, Seattle, WA 98104-1000.

Clark County believes that over the last 32 years the urban county program has provided numerous beneficial opportunities that otherwise would not have been available to the county and the participating cities. We hope that you feel the same, and that La Center will continue to participate in the Clark County Urban County CDBG program.

If you have questions regarding any of the information in this letter, please contact me at 397-2075, ext. 7801.

Sincerely,

Michael Torres, Program Manager
Community Housing and Development

CC: Samantha Whitley, Department of Community Services

#2014-HUD-CITIES

INTERGOVERNMENTAL AGREEMENT BETWEEN CLARK COUNTY AND THE CITIES OF BATTLE GROUND, CAMAS, LA CENTER, RIDGEFIELD, WASHOUGAL, WOODLAND, and TOWN OF YACOLT

COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS PROGRAMS THREE-YEAR PROGRAM QUALIFICATION 2015-2017 AND SUCCEEDING THREE-YEAR QUALIFICATION PERIOD

THIS AGREEMENT is entered into between Clark County (hereinafter referred to as "COUNTY"), a political subdivision of the State of Washington, and the cities of Battle Ground, Camas, LaCenter, Ridgefield, Washougal, Woodland, and the Town of Yacolt (hereinafter referred to as "CITIES"), that are each a municipal corporation of the State of Washington within Clark 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.

The circumstances surrounding the making of this Agreement are as follows:

A. WHEREAS, the Congress of the United States has enacted the Housing and Community Development Act of 1974, as amended; and

B. WHEREAS, the Congress has found and declared that the nation's cities, towns, and urban communities face critical social economic and environmental problems; and

C. WHEREAS, the Congress has further found and declared that the future welfare of the nation and the well-being of its citizens depend on the establishment and maintenance of viable urban communities as social, economic and political entities; and

D. WHEREAS, the primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

E. WHEREAS, consistent with this primary objective, the Federal assistance provided in this Act is for the support of community development activities which are directed toward the following specific objectives:

1. The elimination of slums, blight and the prevention of blighting influences, and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally persons of low and moderate income; and

2. The elimination of conditions which are detrimental to health, safety and public welfare, through code enforcement, demolition, inter0im rehabilitation assistance, and related activities; and

3. The conservation and expansion of the nation's housing stock in order to provide a decent home and a suitable living environment for all persons, but principally those of low and moderate income; and

4. The expansion and improvement of the quantity and quality of community services, principally for persons of low and moderate income, which are essential for sound community development and the development of viable urban communities; and

5. A more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreational, and other needed activity centers; and

6. The reduction of the isolation of income groups within communities and geographical areas and the promotion of an increase in the diversity and vitality of neighborhoods through the spatial deconcentration of housing opportunities for persons of lower income, and the revitalization of deteriorating or deteriorated neighborhoods to attract persons of high income; and

7. The restoration and preservation of properties of special value for historic, architectural, or aesthetic reasons; and

8. The alleviation of physical and economic distress through the stimulation of private investment and community revitalization in areas with population out-migration or a stagnating or declining tax base; and

9. The conservation of the nation's scarce energy resources, improvement of energy efficiency, and the provision of alternative and renewable energy sources; and

F. WHEREAS, it is found that certain of these objectives are pertinent to the concerns and needs of the COUNTY and its CITIES; and

G. WHEREAS, Title I of said Act provides that urban counties may, under some circumstances, receive entitlement for community development funds; and

H. WHEREAS, one of the criteria for Urban County Eligibility is a county population of at least 200,000; and

I. WHEREAS, the cities of Battle Ground, Camas, LaCenter, Ridgefield, Washougal, Woodland, and Yacolt desire to participate in the Community Development Block Grant and HOME Investment Partnership Program; and

J. WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has specified the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to quality for Urban County eligibility;

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

K. The COUNTY and the CITIES agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.

L. The CITIES authorize the inclusion of their populations for purposes of the Act to qualify the COUNTY as an Urban County and Participating Jurisdiction for Community Development Block Grant and HOME Investment Partnership Program funds from HUD.

M. The COUNTY, as the applicant and grantee, assumes full responsibility, including final approval of the annual program, and also assumes all obligations of an applicant as specified in the Housing and Community Development Act of 1974, the amendments thereto, the National Affordable Housing Act of 1990, the amendments thereto, and the regulations thereunder, for Community Development Block Grant and HOME Investment Partnership (HOME) activities for Fiscal Year appropriations and program income generated from the expenditure of such funds. Projects may also be implemented and funds expended in accordance with subgrant agreements between the COUNTY and the cities signatory to this agreement.

N. The COUNTY, as the Grantee, shall not fund 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 its fair housing certification.

O. Pursuant to 24 CFR §570.501(b), the CITIES shall be subject to the same requirements applicable to subrecipients including the requirement of a written agreement as set forth in 24 CFR §570.503.

P. The COUNTY and CITIES agree to take all action necessary to assure compliance with 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, Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and Age Discrimination Act of 1975 as amended and other applicable laws and regulations.

Q. The COUNTY and CITIES agree that, in the event a city undertakes any activity with urban county CDBG or HOME funds which generates program income as defined by the CDBG and HOME regulations, such program income must be paid to the COUNTY;

The COUNTY is responsible for monitoring and reporting to HUD all such program income and the use thereof; therefore, CITIES shall be required to perform appropriate record keeping and

reporting as shall be necessary for the COUNTY to perform its required monitoring and reporting function;

R. The COUNTY and CITIES agree that, in the event that real property is acquired or improved, in whole or in part, with CDBG or HOME funds, the following standards shall apply:

1. The CITY shall provide timely notification to COUNTY of any modification or change in the use of such real property from that planned at the time of acquisition or improvement, including disposition;

2. In the event that property acquired or improved, in whole or in part, with CDBG funds is sold or transferred for a use which does not qualify as an eligible activity under the CDBG regulations, CITY shall reimburse the COUNTY program in an amount equal to the current fair market value, less any portion thereof attributable to expenditures of non-CDBG funds;

3. Program income generated from the disposition or transfer of property prior to or subsequent to the closeout of a CITY's project activities, the change of status of a CITY, or termination of the cooperation agreement between COUNTY and CITY shall be subject to the requirements of Section 7 of this agreement.

S. For the purposes of developing program plans, a Policy Board is hereby established which shall guide in the development of policies, and make recommendations to the COUNTY. Such recommendations shall be based upon established criteria for selection of eligible CDBG and HOME activities within the urban county. COUNTY shall receive and act upon the recommendations of said Policy Board, but in no event shall the COUNTY waive or delegate its legal responsibilities as grantee.

T. The Policy Board shall submit to the COUNTY, recommendations for projects and priorities consistent with the objectives of the Housing and Community Development Act of 1974 and National Affordable Housing Act of 1990, as amended and the Consolidated Plan.

U. The CITY agrees not to apply for grants under the Small Cities or Washington State CDBG or HOME Programs from appropriations for fiscal years during the period in which it is participating in the urban county CDBG and HOME program covered by this agreement.

V. The CITY agrees not to sell, trade, or otherwise transfer all or any portion of CDBG funds to another 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 consideration, but must use such funds for activities eligible under Title I of the Act.

W. The CITY agrees not to participate in a HOME consortium except through the COUNTY, regardless of whether the COUNTY receives a HOME formula allocation.

X. The CITY as a cooperating unit of general local government has adopted and is enforcing:

1. 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

2. 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.

Y. This agreement shall remain in full force and in effect from the date of execution until CDBG funds, HOME funds, and program income received with respect to the three-year qualification period are expended and the funded activities completed.

Z. This agreement shall automatically be renewed for participation in successive three-year qualification periods, unless the COUNTY or the CITY provides written notice it elects not to participate in a new qualification period. By the date specified in HUD's Urban County Qualification Notice for the next qualification period, the COUNTY shall notify the CITY in writing of its right to elect not to participate in a new qualification period.

AA. Failure by the COUNTY or CITY 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 applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice will void the automatic renewal of such qualification period.

BB. The signatory to this agreement shall remain full participants in the Urban County programs for the life of this agreement and be bound by its requirements.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this ____ day of _____, 2014.

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.

CLARK COUNTY

Chris Horne
Chief Civil Prosecuting Attorney

CLARK COUNTY

Mark McCauley, County Administrator

7/25/14
Date

CITY OF CAMAS

Mayor

Date

Approved as to form:

CITY OF RIDGEFIELD

Mayor

Date

Approved as to form:

CITY OF BATTLE GROUND

Mayor

Date

Approved as to form:

CITY OF LaCENTER

Mayor

05/28/2014
Date

Approved as to form:

CITY OF WASHOUGAL

Mayor

Date

Approved as to form:

CITY OF WOODLAND	TOWN OF YACOLT
_____	_____
Mayor	Mayor
_____	_____
Date	Date
Approved as to form:	Approved as to form:
_____	_____