



INFORMATIONAL MEMORANDUM

TO: Planning and Community Development

BY: Stacy Hansen, Human Services

**CC: Mayor Ekberg
David Cline, City Administrator**

DATE: September 7, 2023

**SUBJECT: King County Interlocal Cooperation Agreement amendment #2 for
Community Development Block Grant funding**

ISSUE

Tukwila, along with several other jurisdictions, participates in an Interlocal Cooperation Agreement (ICA) with King County to be a recipient of federal Community Development Block Grant funds (CDBG) from the department of Housing and Urban Development (HUD). King County is currently in the process of renewing our 2024-2026 ICA between King County and the cities in the consortium (including Tukwila). It is particularly urgent to have the second amendment fully executed and delivered to HUD by 9/28/23 or the consortium will not receive funding for three years.

BACKGROUND

Tukwila has been a CDBG funding recipient for many years with projects including playground improvements and funding for the Minor Home Repair program.

HUD is requiring that King County amend the ICA to include language related to fair housing, civil rights and Section 3 obligations since we are currently renewing the ICA for the next three years. The language in the ICAs must reflect what we are doing in practice. King County certifies annually that we are meeting the required obligations related to fair housing, civil rights and Section 3. The amendment is a technical amendment only; no changes have been made to the substance of the ICA.

FINANCIAL IMPACT

There is no budgetary impact.

RECOMMENDATION

The PCD Committee is asked to consider approval of Amendment #2 to the Interlocal Cooperation Agreement and forward it to the September 18, 2023, Regular Meeting for subsequent Council approval the same night due to the time sensitivity. The Committee Chair previously approved the expedited schedule.

ATTACHMENTS

King County Interlocal Cooperation Agreement amendment #2 with required language additions highlighted in yellow.

**AMENDMENT NO. 2 TO THE INTERLOCAL COOPERATION AGREEMENT
REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
BETWEEN THE CITY OF [REDACTED] AND KING COUNTY**

This Second Amendment to the Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program between the City of [REDACTED] and King County (“Amendment No. 2” or the “Second Amendment”) is made by and between the City of [REDACTED] (“the City”), and King County (“the County”), both of which entities being a unit of general local government in the State of Washington and which may be referred to hereinafter individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. On [October 19, 2014], pursuant to Ch. 39.34 RCW, the Parties entered that certain Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program (the “Agreement”), subsequently amended by that certain First Amendment to the Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program (the “First Amendment”).
- B. As acknowledged by the Agreement, the area encompassed by unincorporated King County and all participating cities has been designated by the United States Department of Housing and Urban Development (“HUD”) as an urban county for the purpose of receiving Community Development Block Grant (“CDGB”) funds, as administered under the Housing and Community Development Act of 1974 (the “Act”).
- C. Signatory jurisdictions to the Agreement are CDBG Consortium Partners for purposes of the Agreement and the Act.
- D. Under the Agreement and pursuant to the Act, King County is responsible to the federal government for all activities undertaken with CDBG funds and for ensuring that all CDBG assurances and certifications King County is required to submit to HUD under the Annual Action Plan are met.
- E. Urban counties are periodically required to requalify for their entitlement status under CDGB and related federal programs.
- F. Under Notice CPD-23-02, issued by HUD April 10, 2023, and setting forth instructions for continuing qualification for participating urban counties in the CDBG program for Fiscal Years 2024-2026, all existing urban counties are required to have incorporated in their cooperation agreements certain required language regarding fair housing and civil rights obligations.

- G. The Agreement does not contain all the required language regarding fair housing and civil rights obligations and the First Amendment contained certain material omissions in incorporating such required language.
- H. Under Notice CPD-23-02, urban counties have the option of drafting a separate amendment to their existing cooperation agreements with signatory jurisdictions that include the required language rather than drafting a new cooperation agreement that contains the provisions.
- I. The purpose of this Second Amendment is to expressly state the required language regarding fair housing and civil rights obligations and to memorialize the attendant obligations as though set forth in the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

- 1. The foregoing recitals are true and correct in all respects and are incorporated hereby as if fully set forth herein.
- 2. Section I of the Agreement is hereby amended and restated in its entirety as follows:

“The County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, funded from annual CDBG, ESG and HOME Program funds from federal fiscal years 2024, 2025 and 2026 appropriations, from recaptured funds and from any program income generated from the expenditure of such funds. These activities include the provision of decent housing, homeless assistance, and a suitable living environment and economic development opportunities, principally for persons with very low to moderate incomes. The County and City shall take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, and assure the grant will be conducted and administered in conformity with Title VI 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 will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), at 24 CFR 5.151 and 5.152. The City and County shall comply with section 109 of Title I 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 28 CFR part 35, the Age Discrimination Act of 1975, and the

14 implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968 and all other applicable laws.”

3. The First Amendment is hereby null and void.
4. Except as specifically provided for in this Second Amendment, all other provisions of the Agreement shall remain unchanged and in full force and effect.
5. Any capitalized terms not defined in this Second Amendment shall have the meanings given them in the Agreement.
6. This Second Amendment shall be effective as of the date it has been executed by both Parties.
7. This Second Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 2 to the Agreement as of the date set forth below their signatures.

City of

King County

Name:

For King County Executive

Date:

By: Simon Foster
Title: Division Director
Housing and Community Development
Department of Community and Human
Services

Title:

Attest: _____

Name:

Title:

Approved as to Form:

Approved as to Form:

[name], City Attorney

Ryan W. Ridings, King County Senior Deputy
Prosecuting Attorney