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#2014-HUD-CITIES

Second Amendment to Intergovernmental Agreement

Between Clark County and the Cities of Battle Ground, Camas, La Center, Ridgefield, Washougal, Woodland, and Town of Yacolt

In compliance with Federal Department of Housing and Urban Development regulations in CPD Notice 23-02, the Intergovernmental Agreement is amended to include the following provisions:

The COUNTY and CITY agree to comply with Section 3 of the Housing and Urban Development Act of 1968.

CLARK COUNTY

Approved as to form:

Signature

Date

Kathleen Otto, County Manager

Date

CITY OF LA CENTER

Approved as to form:

Signature

Date

Thomas Strobehn

Mayor Signature

10/23/23

Date

CITY OF BATTLEGROUND

Approved as to form:

Signature

Date

Erin Erdman

City Manager Signature

10/20/23

Date

CITY OF RIDGEFIELD

Approved as to form:

Signature

Date

Steve Stuart (City Manager of the City of Ridgefield)

City Manager Signature

10/21/23

Date

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CITY OF CAMAS

Approved as to form:

Signature

Date

Steve Hogan (Mayor of the City of Camas)

Mayor Signature

10/20/23

Date

CITY OF WASHOUGAL

Approved as to form:

Signature

Date

David Scott

City Manager Signature

10/23/23

Date

CITY OF WOODLAND

Approved as to form:

Signature

Date

William A. Finn

Mayor Signature

10/26/23

Date

TOWN OF YACOLT

Approved as to form:

Signature

Date

Mayor Signature

Date

DocuSign

Certificate Of Completion

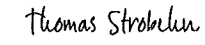
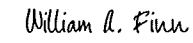
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Status: Completed
Subject: Immediate Action Needed: Second Amendment for Urban County CDBG Program Participation Agreement
Source Envelope:
Document Pages: 2
Signatures: 6
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Lynn Mueller
1300 Franklin St
Vancouver, WA 98660
lynn.mueller@clark.wa.gov
IP Address: 64.4.184.5

Record Tracking

Status: Original
10/20/2023 8:24:37 AM
Holder: Lynn Mueller
lynn.mueller@clark.wa.gov
Location: DocuSign

Signer Events	Signature	Timestamp
David Scott david.scott@cityofwashougal.us City Manager Security Level: Email, Account Authentication (None)	David Scott Signature Adoption: Pre-selected Style Using IP Address: 73.25.98.171	Sent: 10/20/2023 9:46:00 AM Resent: 10/23/2023 7:39:30 AM Viewed: 10/23/2023 7:48:38 AM Signed: 10/23/2023 7:49:14 AM
Electronic Record and Signature Disclosure: Accepted: 10/23/2023 7:48:38 AM ID: 8f523bd0-386d-4ac8-8a9e-e3a505e315d5		
Erin Erdman erin.erdman@cityofbg.org Security Level: Email, Account Authentication (None)	Erin Erdman Signature Adoption: Pre-selected Style Using IP Address: 50.234.94.206	Sent: 10/20/2023 9:45:59 AM Viewed: 10/20/2023 9:53:03 AM Signed: 10/20/2023 9:53:13 AM
Electronic Record and Signature Disclosure: Accepted: 3/2/2020 9:34:44 AM ID: cf4646d9-631a-4229-a24b-4de2c5832276		
Steve Hogan (Mayor of the City of Camas) shogan@cityofcamas.us Security Level: Email, Account Authentication (None)	Steve Hogan (Mayor of the City of Camas) Signature Adoption: Pre-selected Style Using IP Address: 107.0.23.170	Sent: 10/20/2023 9:45:59 AM Viewed: 10/20/2023 11:35:32 AM Signed: 10/20/2023 11:51:20 AM
Electronic Record and Signature Disclosure: Accepted: 10/20/2023 11:35:32 AM ID: 00649295-097b-4c22-a4b0-417622156424		
Steve Stuart (City Manager of the City of Ridgefield) steve.stuart@ridgefieldwa.us City Manager Security Level: Email, Account Authentication (None)	Steve Stuart (City Manager of the City of Ridgefield) Signature Adoption: Pre-selected Style Using IP Address: 198.0.40.81	Sent: 10/20/2023 9:45:59 AM Viewed: 10/21/2023 12:17:20 PM Signed: 10/21/2023 12:17:29 PM
Electronic Record and Signature Disclosure: Accepted: 10/21/2023 12:17:20 PM ID: 3d33c14e-e2fb-4d58-a93e-dc58f12dfc24		

Signer Events	Signature	Timestamp
Thomas Strobehn tstrobehn@ci.lacenter.wa.us Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 96.95.130.209	Sent: 10/20/2023 9:46:00 AM Resent: 10/23/2023 7:39:31 AM Viewed: 10/23/2023 8:38:52 AM Signed: 10/23/2023 8:39:18 AM
Electronic Record and Signature Disclosure: Accepted: 10/23/2023 8:38:52 AM ID: 7eef8a89-882e-442d-a88b-cfe95a6dc753		
William A. Finn finnw@ci.woodland.wa.us Mayor City of Woodland Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 71.63.190.203 Signed using mobile	Sent: 10/20/2023 9:46:01 AM Resent: 10/23/2023 7:39:31 AM Viewed: 10/26/2023 6:39:31 AM Signed: 10/26/2023 6:41:03 AM
Electronic Record and Signature Disclosure: Accepted: 2/4/2019 3:02:02 PM ID: 53469d08-ba5f-4679-9f1e-2e8b9300934a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/20/2023 9:46:01 AM
Envelope Updated	Security Checked	10/23/2023 7:39:30 AM
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Envelope Updated	Security Checked	10/23/2023 7:39:30 AM
Envelope Updated	Security Checked	11/9/2023 7:40:28 AM
Certified Delivered	Security Checked	10/26/2023 6:39:31 AM
Signing Complete	Security Checked	10/26/2023 6:41:03 AM
Completed	Security Checked	11/9/2023 7:40:28 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Clark County, WA (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the â€˜I agreeâ€™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign â€˜Withdraw Consentâ€™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Clark County, WA:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: loann.vuu@clark.wa.gov

To advise Clark County, WA of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at loann.vuu@clark.wa.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Clark County, WA

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Clark County, WA

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	WindowsÂ® 2000, WindowsÂ® XP, Windows VistaÂ®; Mac OSÂ® X
Browsers:	Final release versions of Internet ExplorerÂ® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safariâ„¢ 3.0 or above (Mac only)
PDF Reader:	AcrobatÂ® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the â€˜I agreeâ€™ button below.
By checking the â€˜I agreeâ€™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Clark County, WA as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Clark County, WA during the course of my relationship with you.

#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

IA 1411

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

Date

CITY OF CAMAS

Mayor

Date

Approved as to form:

CITY OF RIDGEFIELD

Mayor

Date

Approved as to form:

CITY OF BATTLE GROUND

~~Mayor~~ City Manager

June 24, 2014

Date

Approved as to form:

CITY OF LaCENTER

Mayor

Date

Approved as to form:

CITY OF WASHOUGAL

Mayor

Date

Approved as to form:

CITY OF WOODLAND

_____

Mayor

_____

Date

Approved as to form:

_____

TOWN OF YACOLT

_____

Mayor

_____

Date

Approved as to form:

_____