



CITY OF MERCER ISLAND

CITY COUNCIL SPECIAL HYBRID MEETING

Friday, July 28, 2023 at 12:00 PM

MERCER ISLAND CITY COUNCIL:

Mayor Salim Nice, Deputy Mayor David Rosenbaum,
Councilmembers: Lisa Anderl, Jake Jacobson,
Craig Reynolds, Wendy Weiker, and Ted Weinberg

LOCATION & CONTACT:

Mercer Island Community & Event Center and via Zoom
8236 SE 24th Street | Mercer Island, WA 98040
206.275.7793 | www.mercerisland.gov

We strive to create an inclusive and accessible experience. Those requiring accommodation for meetings should notify the City Clerk's Office 3 days prior to the meeting at 206.275.7793 or by emailing cityclerk@mercerisland.gov.

The hybrid meeting will be broadcast live on MITV Channel 21 and live streamed on the City Council's [YouTube Channel](#)

Registering to Speak for Appearances: Individuals wishing to speak live during Appearances (public comment period) or during the Public Hearings must register with the City Clerk at **206.275.7793** or cityclerk@mercerisland.gov before 11 AM on the day of the Council meeting.

Please reference "Appearances" on your correspondence and state if you would like to speak either in person at the Mercer Island Community & Event Center or remotely using Zoom. If providing your comments using Zoom, staff will be prepared to permit temporary video access when you enter the live Council meeting. Please remember to activate the video option on your phone or computer, ensure your room is well lit, and kindly ensure that your background is appropriate for all audience ages. Screen sharing will not be permitted, but documents may be emailed to council@mercerisland.gov.

Each speaker will be allowed three (3) minutes to speak. A timer will be visible to online to speakers, City Council, and meeting participants. Please be advised that there is a time delay between the Zoom broadcast and the YouTube or Channel 21 broadcast.

Join by Telephone at 12:00 PM (Appearances will start sometime after 12:00 PM): To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **890 8544 5797** and Password **730224** if prompted.

Join by Internet at 12:00 PM (Appearances will start sometime after 12:00 PM): To watch the meeting over the internet via your computer, follow these steps:

- 1) Click this [link](#)
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter **890 8544 5797**; Enter Password **730224**
- 4) The City Clerk will call on you by name or refer to your email address when it is your turn to speak. Please confirm that your audio works prior to participating.

Join in person at Mercer Island Community & Event Center at 12:00 PM (Appearances will start sometime after 12:00 PM):
8236 SE 24th Street, Mercer Island, WA 98040

Submitting Written Comments: Email written comments to the City Council at council@mercerisland.gov.

MEETING AGENDA

CALL TO ORDER & ROLL CALL, 12:00 PM

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

APPEARANCES

(This is the opportunity for anyone to speak to the City Council on any item. As it is election season, however, please be reminded that state law (specifically, RCW 42.17A.555) prohibits the use of City facilities for campaign-related purposes with limited exceptions. Accordingly, please do not make campaign-related comments during this time.)

SPECIAL BUSINESS

- 1. AB 6313: First Amendment to the Interlocal Cooperation Agreement Regarding the Community Development Block Grant (CDBG) Between the City of Mercer Island and King County.**

Recommended Action: Approve the First Amendment to the Interlocal Cooperation Agreement Regarding the Community Development Block Grant (CDBG) Between the City of Mercer Island and King County.

ADJOURNMENT



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6313
July 28, 2023
Special Business

AGENDA BILL INFORMATION

TITLE:	AB 6313: First Amendment to the Interlocal Cooperation Agreement Regarding the Community Development Block Grant (CDBG) Between the City of Mercer Island and King County	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Approve the First Amendment to the Interlocal Cooperation Agreement Regarding the Community Development Block Grant (CDBG) Between the City of Mercer Island and King County.	

DEPARTMENT:	Community Planning and Development
STAFF:	Jeff Thomas, CPD Director Alison Van Gorp, Deputy CPD Director
COUNCIL LIAISON:	n/a
EXHIBITS:	1. First Amendment to the Interlocal Cooperation Agreement Regarding the Community Development Block Grant (CDBG) Between the City of Mercer Island and King County
CITY COUNCIL PRIORITY:	n/a

AMOUNT OF EXPENDITURE	\$ n/a
AMOUNT BUDGETED	\$ n/a
APPROPRIATION REQUIRED	\$ n/a

EXECUTIVE SUMMARY

The purpose of this agenda bill is to provide the City Council with an opportunity to review the first amendment to the Interlocal Cooperation Agreement ("ICA") Regarding the Community Development Block Grant (CDBG) Program Between the City of Mercer Island and King County.

- CDBG is federal funding that the US. Department of Housing and Urban Development (HUD) sends to the King County Consortium for capital projects and human services programs in the County.
- The City Council originally approved the 2015-2017 Interlocal Cooperation Agreement Regarding the Community Development Block Grant (CDBG) Program in July 2014.
- The ICA has renewed for 3-year terms since then.
- On June 20, 2023, the 2024-2026 automatic renewal of the ICA was brought to the City Council for review and approval ([AB 6286](#)).

- On the afternoon of July 21, 2023, King County notified the City, along with 28 other local jurisdictions, that HUD is requiring an amendment to the ICA to include language related to fair housing and civil rights obligations.
- The City must sign the amendment by August 11, 2023 or King County will no longer be considered an Urban County and HUD funds will not be available to Mercer Island and potentially the entire King County Consortium for 2024-2026.

BACKGROUND

In July 2014, Mercer Island entered into an [interlocal cooperation agreement](#) (pursuant to RCW Ch. 39.34) with King County to allow Mercer Island to apply through King County for federal Community Development Block Grant (“CBDG”) funding for public infrastructure and park projects that serve moderate to low-income neighborhoods. In addition, the interlocal consortium provides community members and non-profits options to apply for home repair grants or loans, support homelessness, human service funding, among others.

ISSUE/DISCUSSION

King County has informed the City that a technical, non-substantive amendment to the ICA is required prior to August 21, 2023 in order to maintain federal funding. King County has been notified by the US Department of Housing and Urban Development (HUD) that since King County is responsible to the federal government for all activities undertaken with CBDG funds and is responsible for all certifications and reporting to HUD that all agreements for CBDG funds must have language incorporating fair housing and civil rights obligations or the King County Consortium will lose HUD funding. The proposed first amendment restates existing ILA Section 1 with the addition of such language (Exhibit 1).

If the amendment is not approved, King County’s status as an “Urban County” would be void and HUD funds will not be available to Mercer Island and potentially the entire King County Consortium in 2024-2026.

RECOMMENDED ACTION

Authorize the City Manager to sign the First Amendment to the Interlocal Cooperation Agreement as substantially the same form in Exhibit 1 regarding the Community Development Block Grant (CDBG) Program between the City of Mercer Island and King County.

**AMENDMENT NO. 1 TO THE INTERLOCAL COOPERATION AGREEMENT
REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
BETWEEN THE CITY OF MERCER ISLAND AND KING COUNTY**

This First Amendment to the Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program between the City of Mercer Island and King County (“Amendment No. 1” or the “First Amendment”) is made by and between the City of Mercer Island (“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 July 25, 2014, pursuant to Ch. 39.34 RCW, the Parties entered that certain Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program (the “Agreement”).
- 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.

- 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 First 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 (i) take all actions necessary to assure compliance with the County’s certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, (ii) assure that all CDBG grants will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and (iii) affirmatively furthering fair housing as defined and in accordance with 24 CFR 5.151 and 5.152 and the implementing regulations at 24 CFR part 8, 24 CFR part 35 and 24 CFR part 146.”

- 3. Except as specifically provided for in this First Amendment, all other provisions of the Agreement shall remain unchanged and in full force and effect.
- 4. Any capitalized terms not defined in this First Amendment shall have the meanings given them in the Agreement.
- 5. This First Amendment shall be effective as of the date it has been executed by both Parties.

6. This First 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. 1 to the Agreement as of the date set forth below their signatures.

City of Mercer Island

King County

Name: Jessi Bon

For King County Executive

Date:

Title: City Manager

By: Simon P. Foster
Title: Division Director
Housing, Homelessness and Community
Development
Department of Community and Human
Services

Attest: _____
Name: Andrea Larson
Title: City Clerk

Approved as to Form:

Approved as to Form:

Bio Park, City Attorney

Ryan W. Ridings, King County Senior Deputy
Prosecuting Attorney