

When recorded return to:
City of Olympia
PO Box 1967
Olympia, WA 98507-1967

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND WASHINGTON STATE DEPARTMENT OF
COMMERCE RESEARCH SERVICES UNIT
FOR
PRODUCING THE CITY OF OLYMPIA 2013-2017 CDBG CONSOLIDATED PLAN**

Whereas, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

Whereas, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia (**OLYMPIA**) and Washington State Department of Commerce Research Services unit (**STATE COMMERCE**) agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to allow **OLYMPIA** to enter into a technical services contract with the Research Services unit of **STATE COMMERCE** for the following purposes:

Assist with preparation of the **FIVE YEAR 2013-2017** City of Olympia Consolidated Plan, required by federal Housing and Urban Development regulation 24 CFR Part 91, including:

- Collecting and analyzing data;
- Reviewing source documents and best practices from other jurisdictions;
- Providing analysis of strategies for the use of CDBG funds;
- Designing and conducting a survey of stakeholders,
- Writing, editing and producing two drafts (first and final) of the Consolidated Plan for submission to HUD by July 15, 2013.

II. Definitions

In this Agreement, the following words shall have the meanings set forth below:

“STATE COMMERCE” or “Research Services” shall mean the Research Services unit of the Washington State Department of Commerce.

III. Scope of Agreement/Work

The full scope of agreement/work is attached as Exhibit A. A summary of key responsibilities for OLYMPIA and STATE COMMERCE follows:

A. Responsibilities of **OLYMPIA** shall be as follows:

- Provide programmatic knowledge and availability of city staff from various city departments;
- Provide data, other materials and stakeholder contact information
- Conduct the City of Olympia Consolidated Plan public input process as per HUD guidelines, including meeting(s) and public hearing(s), and prepare written responses to public comments for inclusion in the final plan;
- Prompt review of Research Services’ products to stay on project timeline; and,
- General project management and oversight.

B. Responsibilities of **STATE COMMERCE** shall be as follows:

- Project scoping, coordination and support;

- Data collection, written analysis and table production;
- Assemble and analyze information related to prioritization of CDBG funds to assist the City of Olympia in developing housing and community development strategies ;
- Participate in public meeting(s) and hearing(s);
- Conduct stakeholder consultation through a survey;
- Produce first draft of the consolidated plan;
- Incorporate public comments and responses and changes from the City of Olympia into second (final) draft of the consolidated plan;

IV. Payment (or Funding/Costs/etc.)

A. Payment for services rendered through the execution of this **contract shall not exceed \$24,811.**

B. Estimated costs for services are summarized as follows:

Research Services staff: 322 hours @ \$69.35/hr. (estimated avg.).....\$22,311

Materials..... \$250

Contingency fund (requires approval — see below).....\$2,250

Written approval shall be given by the City of Olympia’s Housing Program manager prior to Research Services performing work that draws upon the \$2,250 contingency fund.

V. Method of Payment

A. **STATE COMMERCE** will invoice **OLYMPIA** quarterly, with invoices clearly itemizing contract activities and work products delivered.

B. Upon completion of the work set forth in the invoice, payment will be made by **OLYMPIA** within thirty (30) days of receipt of a final invoice from **STATE COMMERCE**.

VI. Indemnification & Insurance

Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

VII. Joint Board

This Agreement creates no Joint Board and no separate legal entity.

VIII. Duration of Agreement

This Agreement shall be effective from the date of execution until July 15, 2013 unless otherwise terminated in the manner described under the termination section of this Agreement.

IX. Termination of Agreement

This Agreement may be terminated upon sixty (60) days notice to the other party using the method of notice provided for in this Agreement.

X. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by **OLYMPIA** and **STATE COMMERCE** and supercedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

XI. Recording

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

XII. Notice

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA

Attn: **Anna Schlecht, Housing Program Manager, City of Olympia**

Re: Interlocal Agreement with the Washington State Department of Commerce

PO Box 1967

Olympia, WA 98507-1967

DEPARTMENT OF COMMERCE

Attn: **Steve Salmi, Research Services**

Re: Interlocal Agreement with the City of Olympia

PO Box 42525

Olympia, WA 98504-2525

XIII. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be the Superior Court of Thurston County.

XIV. Effective Date

This Agreement shall take effect on the date of the last authorizing signature affixed hereto.

CITY OF OLYMPIA

**WASHINGTON STATE
DEPARTMENT OF COMMERCE**


Mayor

Research Services Manager Innovation and
Policy Priorities Division

Date: _____

Date: _____

Approved as to form:



City Attorney (ACA)

EXHIBIT A: Scope of Work

Joint project scope:

The City of Olympia contracts with the State Department of Commerce Research Services to produce the City's Consolidated Plan for its Community Development Block Grant (CDBG) program. The Consolidated Plan is intended to emerge from a collaborative community process designed to establish a unified vision for utilizing federal CDBG resources along with other compatible resources to benefit low and moderate income people.

The three-fold goal for this project are as follows: 1) to produce a document that meets CDBG requirements as set forth by the U.S. Department of Housing and Urban Development (HUD); 2) to utilize a collaborative community-based process to create a planning framework to shape the CDBG program into an effective, coordinated community development strategy that is highly accessible by citizens, social service providers and other stakeholders; and, 3) to serve as a effective management tool that helps the City, County, State and Federal governments, citizens, service providers and other stakeholders to assess performance and track results.

Research Services, a unit of the Washington State Department of Commerce, will provide assistance in coordination and production of the 2013-2017 (Five Year) City of Olympia Consolidated Plan in accordance with federal Housing and Urban Development regulation 24 CFR Part 91.

Research Services' assistance will include consulting on project scoping; collecting and analyzing data; consulting on housing need projections; reviewing other source documents and best practices; designing and conducting a survey of stakeholders, participating in public meetings and hearings; and writing, editing and producing draft and final versions of the plan for submission to HUD by July 15, 2013.

Project goals:

- Produce an on-time product that is approved by the Olympia City Council and HUD within the **project budget of \$22,311, materials costs of \$250, and a contingency fund of \$2,250** to allow for additional work or unforeseen circumstances as agreed by City of Olympia and State Commerce representatives.

- Produce an executive summary that is accessible to various stakeholders including governmental entities, non-profit and service organizations, and the general public.
- Develop a forward-looking strategy for the use of CDBG funds over the ensuing five years that integrates housing and community development objectives for the City of Olympia with required HUD goals and objectives.

Project approach:

Research Services staff will aggregate strategic plan and needs-assessment elements of the 2013-2017 (Five Year) City of Olympia Consolidated Plan from various data sources, and from studies, reports and plans that have been recently developed in Olympia, Thurston County and the state.

Research Services will meet HUD consultation requirements by developing and conducting a survey of governmental, non-profit and service organizations, and other stakeholders, using email lists provided by the City of Olympia.

Based on the information gathered from data collection and the survey, as well as feedback from public participation conducted by the City of Olympia, Research Services will assist City of Olympia staff in developing a projection of housing need and strategic recommendations for the use of CDBG funds.

City of Olympia staff will supply information on the priorities and policies for housing, homelessness and community development needed for these sections of the Consolidated Plan, by November 15, 2012.

Research Services will provide one formal draft of the entire Consolidated Plan to the City of Olympia on or around December 31, 2012. Research Services will incorporate changes requested by the City of Olympia and public comments received during the comment period, and produce a second and final draft of the Consolidated Plan for submission to HUD by July 15, 2013.

The structure of the 2013-2017 (Five Year) City of Olympia Consolidated Plan based on HUD's required IDIS tool and eCons planning suite. The plan will consist of the following components:

- Citizen Summary (22-32 pages): A color document produced using desktop publishing software that summarizes the consolidated plan, lays out the strategic objectives for the use of CDBG funds over the next five years, and provides information about how stakeholders can be involved with the future use of resources. This document is intended to be highly accessible to a wide range of stakeholders.

- Strategic Plan (80-120 pages): Based on the eCons template provided by HUD, this document will contain the needs assessment, strategic plan and required HUD tables. This document will be minimally produced (no photographs, etc.). Sources will be hyper-linked where possible, to allow readers to access data directly.
- Assist with the development of the 2013 Action Plan: Provide data, charts, and tables, and otherwise assist as time and budget allows with the development of the 2013 Action Plan.

Research Services project components (time estimate: 322 total contract hours)

Itemized costs for City of Olympia to create a joint Consolidated Plan

Task	Estimated Hours	Thurston's Cost
1. Compile data for the Olympia CDBG region from sources including the US Census, American Community Survey, OSPI, Dept. of Commerce, and Capital Facility Plan. Analyze this data to produce short sections of narrative for eCon describing trends and key findings from the data.	85 hours at average hourly cost of \$67	\$5,695
2. Update and administer a survey for stakeholders in Olympia. Analyze the results and produce narrative based on those results.	25 hours at an average hourly cost of \$65	\$1,625
3. Write narrative for the Consolidated Plan Strategic Plan specific to the Olympia CDBG region.	100 hours at an average hourly cost of \$67	\$6,700
4. Produce sections of the Citizens Summary document that encompass the Olympia CDBG components. Write the narrative, edit photos, and generate charts, graphs, and maps to display data.	100 hours at an average hourly cost of \$75	\$7,500
5. Participate in two stakeholder and citizen participation meetings in Olympia. Assist with recording feedback on the Consolidated Plan.	12 hours at an average hourly cost of \$65.95	\$791
SUBTOTAL		\$22,311
MATERIALS		\$250
10 PERCENT CONTINGENCY		\$2,250
GRAND TOTAL		\$24,811

Notes:

Assumptions on Scope These figures assume the Citizens Summary format is relatively similar in content and structure to the previous one; substantial deviations from the previous approach could result in higher costs.

Contingency The Interlocal Agreement(s) will also include a 10 percent contingency amount in addition to the costs of the options selected by the City of Olympia. As with the 2010 Interlocal Agreement, the contingency fund will only be drawn upon with prior approval given by the City of Olympia.

Adjustments to Scope Hours by task shown in the Scope of Work are estimates, and may be adjusted by the Commerce Research Services Team Lead, in consultation with City of Olympia Housing Program Manager, as needed to accomplish the project objectives.

City-County Joint Consolidated Plan Efficiency It is the intent of the City and Commerce to conduct this work in conjunction with the County's concurrent Interlocal Agreement with Commerce to complete all tasks outlined above for the costs outlined in this Agreement.

City of Olympia components and responsibilities

- Provide programmatic knowledge and availability of city staff from various city departments as needed
- Provide the following materials:
 - copies of past consolidated and action plans in .doc format,
 - photographs suitable for use in the executive summary,
 - email addresses and other contact information as needed of stakeholders for survey and consultation,
 - all relevant files and data, and
 - assistance with accessing data from external sources as needed
- Conduct the City of Olympia Consolidated Plan public input process including meeting(s) and public hearing(s), and prepare written responses to public comments for inclusion in the final plan
- Assist with the development of the 2013 Action Plan: Provide data, charts, and tables, and otherwise assist as time and budget allows with the development of the 2013 Action Plan.
- Prompt review of Research Services' products to stay on project timeline, including:
 - Data collection methodologies

- Survey design and questions
- Material for presentation at public meetings/hearings
- Housing need projection and strategic recommendations
- Outline of executive summary and strategic plan
- Draft and final versions of Consolidated Plan documents
- General project management and oversight including:
 - Designation of a project manager for the full duration of the project
 - Project decisions including: strategic recommendations, agreement on data collection methodologies, conducting public participation process, etc.
 - Coordination of internal City of Olympia management and City Council review and approval of project scope, method and products
 - Coordination of County involvement, if any occurs under a City-County Plan Efficiency Option described above.
 - All costs other than Research Services staff time and materials agreed to in this contract, including cost of publishing notices, transcription or recording of hearings, photography at public meetings/hearings, publication costs of plan or summary, etc.

Estimated project timeline

Month	Actions
October -	→ Develop Consolidated Plan Framework → Create overview materials for public process → Explore options for producing a joint City-County Consolidated Plan
November	→ Collect and analyze quantitative data → Review other source documents and best practices → Develop survey instruments → Prepare for and conduct stakeholder discussions (soft data)
December	→ Develop needs assessment → Begin to develop potential strategies for use of CDBG funds → Initial draft of Consolidated Plan
January	→ Present Initial Consolidated Plan to Council → Facilitate stakeholder review of draft Consolidated Plan → Internal and external consultation on potential strategies

February	<ul style="list-style-type: none"> → Continue consultation on potential strategies → Conduct public hearing → Develop outline and begin drafting consolidated plan
April	<ul style="list-style-type: none"> → Write, edit and produce first draft of consolidated plan
May/ June	<ul style="list-style-type: none"> → Hold 30-day public comment period → Obtain City Council approval of Formal Draft Consolidated Plan → Produce second final Consolidated Plan, integrating changes and public comments/responses
July	<ul style="list-style-type: none"> → Obtain City Council approval of final Consolidated Plan → Submit final consolidated plan to HUD by July 15

Research Services project costs

Research Services staff: 322.5 hours @ \$69.25/hr. (estimated avg.).....\$22,311
 Materials.....\$250
Contingency fund (requires approval—see below).....\$2,250

Total of all City of Olympia costs not to exceed.....\$24,811

Written approval shall be given by the City of Olympia’s project manager prior to Research Services performing work that draws upon the \$2,250 contingency fund.