

AMENDED INTERLOCAL COOPERATION
AGREEMENT
BETWEEN THURSTON COUNTY – URBAN COUNTY AND THE
CITY OF OLYMPIA,
TO FORM A HOME CONSORTIUM TO PARTICIPATE AND RECEIVE FUNDS
UNDER THE NATIONAL AFFORDABLE HOUSING ACT

PROGRAM YEARS 2022 - 2024

This agreement is entered into between Thurston County as the qualified Urban County, comprised of: City of Lacey, City of Tumwater, City of Yelm, City of Rainier, City of Tenino and the Town of Bucoda, (hereinafter the "County"), a political subdivision of the State of Washington, and the City of Olympia, (hereinafter the "City"), municipal corporations within Thurston County, for the purpose of forming a Consortium to receive and administer federal funds under the HOME Investments Partnership (HOME) Program. This agreement will become effective upon adoption by the parties and approval by the U.S. Department of Housing and Urban Development (HUD), and will continue until terminated as provided herein.

WHEREAS, the Congress of the United States of America has enacted the National Affordable Housing Act (NAHA), 42 U.S.C. Sec. 12721, as implemented by HUD in 24 CFR part 92, which authorizes units of general local government to form a consortium to obtain funding as a participating Jurisdiction under the HOME program; and

WHEREAS, the County and the City are not individually eligible to receive a formal allocation in the HOME program; and

WHEREAS, the County and the City have determined that obtaining funding under the HOME program will increase their ability to provide affordable housing for residents with incomes at or below 80% of the area median income; and

WHEREAS, HUD has specified the minimum provisions which must be included within any intergovernmental agreement for the cooperating bodies to qualify as a consortium; and

WHEREAS, the NAHA requires that a consortium select one member to act in a representative capacity for all members and to assume overall responsibility for the program; and

WHEREAS, the Consortium is formed for the purpose of receiving Community Development Block Grant entitlement funds as an Urban County that does not include the City of Olympia, the City of Olympia will continue to administer its own independent CDBG program; and

WHEREAS, HUD has specified that the program year for the HOME Interlocal must coincide with the program year of the Urban County, Community Development Block Grant Interlocal for Thurston County, which begins September 1st.

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

SECTION I: DEFINITIONS

- A. "Member" means a unit of local government that is a signatory to this agreement and therefore a member of the consortium for the purpose of carrying out eligible activities under 24 CFR Part 92.
- B. "Representative Member" means the unit of local government designated as the "lead entity" to act in a representative capacity for all members for the purpose of this agreement. The Representative Member will assume overall responsibility for ensuring that the consortium's HOME program is carried out in compliance with the requirements of the HOME program, including requirements concerning the Consolidated Plan, in accordance with HUD regulations 24 CFR Parts 92 and 91, respectively, and the requirements of 24CFR 92.350, and other federal requirements. For purposes of this agreement, Thurston County is designated as the lead entity.

SECTION II: GENERAL PROVISIONS

- A. The Members agree that as geographically contiguous units of general local government, they are eligible to form a consortium for the purposes of HOME funding. However, the consortium is not a separate legal entity. The consortium will not acquire, hold or dispose of real or personal property.
- B. The Members agree to cooperate in undertaking or to assist in undertaking housing assistance activities for the HOME program in compliance with the Consolidated Plan.
- C. The Members agree to undertake the development of a Consolidated Plan for each year covered by this agreement.
- D. The Members agree to jointly pursue and identify match requirements, examples including, but not limited, to 2060 funds, non CDBG housing rehabilitation funds, Washington State Housing Trust Funds, Regional Housing Council (RHC) funds, and other funds as may be appropriate and eligible to be used as matching funds according to 24 CFR Part 22 Section 200, the amendments to NAHA in the Community Development Act of 1992, and HUD Notice CPD 97-03.
- E. The Members agree to take affirmative action to further fair housing in their jurisdictions. Such actions may include planning, education and outreach, and enforcement components.
- F. The Members agree to comply with the requirements of the HOME program in 24 CFR Part 91 and 92, the requirements of 24 CFR 92.350, and other federal requirements.

SECTION III: PROGRAM ADMINISTRATION

- A. The Members agree that Thurston County per section 1. is designated as the Representative Member and will act as the lead entity for the Consortium.

- B. The lead entity shall assume overall responsibility for ensuring that the HOME program is carried out in compliance with 24 CFR Part 92. The lead entity may enter into an agreement with a Subrecipient to administer and manage the HOME program, and may delegate all tasks and activities, including any tasks, activities, and authority listed below, to the extent allowed by HUD and the HOME program regulations.
- C. The lead entity shall manage the entire HOME allocation on behalf of the Consortium, as set forth herein. Specifically, the lead entity will be responsible for the following:
 - 1. Establish a local HOME Investment Trust Fund Account;
 - 2. Receipt, disburse, and account for all HOME program and matching funds;
 - 3. Collect all required reports and data from the Members and submit them to HUD; and
 - 4. Provide staff support for program implementation.
- D. Each Member is responsible for submitting in a timely manner to the lead entity all information necessary for participation in the Consortium as defined in 24 CFR 92. This includes all information necessary for the Consolidated Plan, the HOME program description and certifications, and performance reports.
- E. The lead entity and any and all Subrecipient entities agree to make available to each Member upon request all records concerning the activities carried out under this agreement for inspection.
- F. The lead entity is responsible for preparing and submitting the Consolidated Plan to HUD. Development of the Consolidated Plan will require the participation of citizens and organizations as well as input from all the Members. The Members will provide specific information concerning their housing and related activities to the lead entity for inclusion in the Consolidated Plan. The Plan will identify the general activities and priorities to be undertaken with HOME and CDBG entitlement funds. The City is responsible for preparing a Consolidated Plan to cover its CDBG program, which plan will be incorporated into the Consortium's Consolidated Plan.
- G. The lead entity will provide staff support to manage and implement activities of the consortium's HOME program. Specific tasks include, but are not limited to, coordinating the public participation process, developing necessary forms and agreements, drafting program descriptions, RFP's and NOFA's, reviewing and evaluating proposals for funding, technical assistance to project sponsors, monitoring funded projects, and preparing required reports. As noted in III.B above, these tasks may be carried out by a Subrecipient entity.
- H. The lead entity will be entitled to expend up to 10% of the Consortium allocation for eligible planning and administrative costs in accordance with 24 CFR 92.207, including 10% of any program income. Otherwise, each Member will be independently responsible for any administrative costs each incurs that are associated with the development and implementation of the Consolidated Plan and the HOME program.

- I. An advisory committee for HOME, hereinafter referred to as the "Committee," will be created for the purpose of identifying the general activities and priorities to be undertaken with the HOME funds for the Consortium, and to serve in an oversight capacity for the programs initiated by HOME expenditures. The Committee will also participate in the development of the Consortium's Consolidated Plan, and make formal recommendations to the lead entity's governing body for the successful implementation of the HOME program for the Consortium as a whole.

The Committee will consist of one elected official from each Member and one elected official acting on behalf of the jurisdiction classified as the "Representative Member/Lead Entity." A chair and vice chair will be appointed by the Committee and meet a minimum of two times a year. The Committee will also agree to a set of bylaws outlining the rules and procedures for conducting meetings of this body. Staff support for the Committee will be provided by the lead entity or its designee.

SECTION IV: TERM OF THIS AGREEMENT

- A. This agreement remains in full force and effect from the date of execution and approval by HUD for the period necessary to carry out all activities that will be funded for three program years: 2022, 2023, and 2024. The program year start date is September 1, which will be consistent with the City's CDBG program year.
- B. The Members are required to remain in the Consortium and cannot terminate or withdraw during the entire three-year period.
- C. The agreement will automatically be renewed for participation in successive three-year qualification periods unless a Member provides written notice to the Thurston County Manager that it elects not to participate in a new qualification period. By the date specified in HUD's consortia designation notice, the lead entity will notify each Member in writing of its right not to participate for the successive three-year qualification period. The lead entity will send a copy of the notification to each Member to the HUD Field Office by the date specified in the consortia designation notice.

SECTION V: AMENDMENT

- A. This agreement may be amended by the written consent of a majority of the Members.
- B. The Members agree to amend this agreement as necessary to add new members to the consortium.
- C. Failure by the Members to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in a HUD Consortia Qualification Notice applicable to a subsequent three-year qualification period will void the automatic renewal of the consortium agreement.

SECTION V: MISCELLANEOUS PROVISIONS

- A. Counterparts. This agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one agreement; but in making proof of this

agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this agreement are originals, but all such counterparts, when taken together, constitute one and the same agreement.

- B. Posting or Recording. The lead entity shall posted this agreement on its website or shall it with the Thurston County Auditor's Office pursuant to RCW 39.34.040.
- C. Employment Relationship. Employees of each agency remain at all times under the direction and control of their originally employing agency and the performance of work for any other agency pursuant to this agreement does not change that relationship for any purpose. No party to this agreement may be deemed to have agreed to pay any other agency's employees any wages or benefits afforded to its own employees. Further, each agency's responsibilities to its own employees for workplace injuries remain unchanged by this agreement.
- D. Records. Each party shall maintain its own public records and is solely responsible for responding to records requests received about the subject matter of this agreement. Any public records request addressed to the consortium as if this agreement created a separate legal entity, must be deemed to be a request received by each member individually. Each member shall respond separately, unless agreed to otherwise in writing.
- E. This agreement is governed by and must be interpreted in accordance with the laws of the State of Washington. Any lawsuit arising out of or relating to this agreement must be brought and maintained in the Superior Court of Thurston County.

THURSTON COUNTY

Tye Menser
Chair, Board of County Commissioners
Dated: _____

Approved as to Form:
Thurston County Prosecuting Attorney

By: _____
Deputy

CITY OF OLYMPIA

Steven J. Burney
City Manager
Date: _____

Approved as to Form:

By: Michael M. Young
Deputy City Attorney