

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THURSTON COUNTY AND THE CITIES OF LACEY, OLYMPIA,
TUMWATER, RAINIER, YELM, TENINO, AND THE TOWN OF BUCODA TO
FORM A HOME CONSORTIUM TO PARTICIPATE AND RECEIVE FUNDS
UNDER THE NATIONAL AFFORDABLE HOUSING ACT**

PROGRAM YEARS 2003 – 2005

This agreement is entered into between Thurston County (hereinafter the "County"), a political subdivision of the State of Washington, and the cities of Lacey, Olympia, Tumwater, and Yelm (hereinafter the "Cities"), 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 Cities are not individually eligible to receive a formal allocation in the HOME program; and

WHEREAS, the County and the Cities 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, 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, since the Consortium is NOT formed for the purpose of receiving Community Development Block Grant funds, the City of Olympia will continue to administer its own independent CDBG program and other Consortium members may apply for state-administered CDBG funds; and

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 one member to act in a representative capacity for all members for the purpose of this agreement (also referred to as the "lead entity"). 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 at 24 CFR Parts 92 and 91, respectively, and the requirements of 24 CFR 92.350, Other Federal Requirements.

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.
- 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, Transitional Housing Operating Rental Assistance (THOR) funds, Human Services Review Council (HSRC) 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, and the requirements of 24 CFR 92.350, Other Federal Requirements.

SECTION III: PROGRAM ADMINISTRATION

- A. The members agree that Thurston County 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;
 - 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 funds. The City of Olympia shall be responsible for preparing a Consolidated Plan to cover its CDBG program, which plan shall 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, shall 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 shall consist of one elected official from each local government that is classified as a "Member" of this agreement 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 shall remain 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 fiscal years: 2003, 2004, and 2005. The program year start date is September 1, which is consistent with the City of Olympia's CDBG program year.
- B. The consortium members are required to remain in the consortium and cannot terminate or withdraw during the entire three-year period.
- C. The agreement shall automatically be renewed for participation in successive three-year qualification periods unless a member provides written notice to the Thurston County Chief Administrative Officer that it elects not to participate in a new qualification period. By the date specified in HUD's consortia designation notices,

the lead entity will notify each participating 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.

IN WITNESS THEREOF, the undersigned parties have executed this agreement this 30th day of June, 2002.

THURSTON COUNTY

Cathy Dwyer
Name
Title: Bord Chair

Approved as to Form:

David Klump

CITY OF LACEY

[Signature]
Name
Title: City Manager

Approved as to Form:

[Signature]

CITY OF OLYMPIA

[Signature]
Name
Title:

Approved as to Form:

[Signature]

CITY OF TUMWATER

[Signature]
Name
Title: Mayor

Approved as to Form:

[Signature]

CITY OF YELM

Name

Title:

Approved as to Form:

CITY OF TENINO

Name

Title:

Approved as to Form:

TOWN OF BUCODA

Name

Title: Mayor pro temp

Approved as to Form:

CITY OF RAINIER

Name

Title: Mayor

Approved as to Form: