

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

16483

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND WASHINGTON STATE DEPARTMENT OF
COMMERCE RESEARCH SERVICES UNIT
FOR
PRODUCING THE CITY OF OLYMPIA 2010-2015 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 2010-2015 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;
- Analyzing strategies for the use of CDBG funds;
- Designing and conducting a survey of stakeholders,
- Preparing information for public meetings; and
- Writing, editing and producing two drafts (first and final) of the Consolidated Plan for submission to HUD by July 15, 2010.

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;
- Provide updated performance measures, methods of distributing funds, strategic goals and estimated outcomes for the 2010 Action Plan, on or around April 1, 2010;
- 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:

- Assistance with project scoping, coordination and support;
- Data collection, written analysis and table production;
- Assemble and analyze information on the use of CDBG funds to assist the City of Olympia in developing housing and community development strategies ;
- Prepare materials for, and present data at 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;
- Document methods, processes and sources and provide to the City of Olympia for use in developing future consolidated and action plans.

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

A. Payment for services rendered through the execution of this contract shall not exceed \$40,000.

B. Estimated costs for services are summarized as follows:

| | |
|---|-----------------|
| Research Services staff: 600 hours @ \$57.50/hr.(estimated avg.)..... | \$34,500 |
| Materials, training, travel and/or other project expenses..... | \$500 |
| Research Services project costs | \$35,000 |
| Contingency fund (requires approval—see below)..... | \$5,000 |

Written approval shall be given by the City of Olympia’s project manager prior to Research Services performing work that draws upon the \$5,000 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** upon completion of work

VI. Indemnification & Insurance

A. The **STATE COMMERCE** agrees to defend, indemnify and hold **OLYMPIA**, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the **STATE COMMERCE** performance of the Agreement, except to the extent such injuries and damages are caused by the negligence of **OLYMPIA**.

B. **OLYMPIA** agrees to defend, indemnify and hold the **STATE COMMERCE**, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with **OLYMPIA**'s performance of this Agreement, except to the extent such injuries and damages are caused by the negligence of **STATE COMMERCE**.

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 August 15, 2010 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: Steve Friddle, Community Services 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.

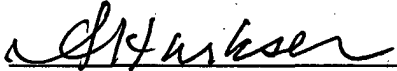
CITY OF OLYMPIA



Mayor

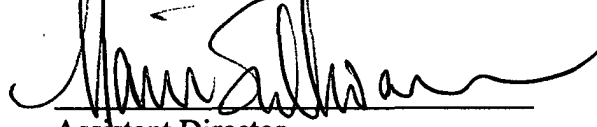
Date: 11-17-09

Approved as to form:



Assistant City Attorney

**WASHINGTON STATE
DEPARTMENT OF COMMERCE**



Assistant Director,
Financial Services Division

Date: 11/18/09

EXHIBIT A: Scope of Work

Joint project scope:

The City of Olympia contracts with the State Department of Commerce Research Services to assist in producing 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 2010-2015 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, preparing materials for public meetings and hearings; and writing, editing and producing draft and final versions of the plan for submission to HUD by July 15, 2010.

Project goals:

- Produce an on-time product that is approved by the Olympia City Council and HUD within the project budget of \$35,000 with a contingency fund of \$5,000 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 needs-assessment elements of the 2010-2015 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 assist in meeting 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.

City of Olympia staff will provide updated performance measures, methods of distribution, strategies for the use of CDBG funds, estimated outcomes for the 2010 Action Plan, and other materials to Research Services on or around April 1, 2010.

Research Services will provide one draft of the entire consolidated plan to the City of Olympia on or around April 30, 2010. 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, 2010.

The structure of the 2010-2015 City of Olympia Consolidated Plan will be modeled on the State of Washington's 2010-2014 Consolidated Plan (which was developed based on the HUD Consolidated Planning Management Process tool and template—CPMP). The plan will consist of the following components:

- **Executive Summary (15-20 pages):** A color document produced using desktop publishing software that summarizes the consolidated plan, lays out the City of Olympia's 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 accessible to a wide range of stakeholders.
- **Strategic Plan (80-120 pages):** Based on the CPMP 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.
- **2010 Action Plan (50-80 pages):** Based on the CPMP template provided by HUD, this document will describe the method for distributing anticipated 2010 funds and contain relevant certifications. This document will be minimally produced (no photographs, etc.). Sources will be hyper-linked where possible, to allow readers to access data directly.

Research Services project components (estimated hours: 600)

- **Data collection, analysis and table production (80 hours)**
 - Compile and analyze housing and community development data for needs assessment and required HUD tables
 - Update data from 2000 Census with most recent American Communities Survey or other existing data sources where possible for required HUD tables
- **Assemble and analyze information on prioritization of CDBG funds to assist the City of Olympia in developing housing and community development strategies (80 hours)**
 - Review "best practices" from other jurisdictions
 - Provide information and analysis on barriers and strategies to affordable housing
 - Provide analysis of potential priorities developed by client as requested
- **Public input process (40 hours)**
 - Prepare materials for, and present at public meeting(s) and hearing(s)
- **Consultation (80 hours)**
 - Design, conduct and analyze survey of stakeholders
 - Review source documents produced by various state and local agencies
 - Assist with agency consultation as required by HUD guidelines

- Project scoping, coordination and support *(60 hours)*
 - Project meetings with City of Olympia staff, weekly or as needed
 - Periodic (2 to 4) longer meetings to develop and finalize needs assessment, and 2010 Action Plan content
- Produce first draft of the consolidated plan *(180 hours)*
 - Outline of executive summary, strategic plan and 2010 Action plan (estimated delivery date: March 30, 2010)
 - Write, copy-edit and produce draft of entire consolidated plan (estimated delivery date: April 30, 2010)
- Produce second and final draft of the consolidated plan *(60 hours)*
 - Incorporate changes requested by the City of Olympia and public comments/responses received during the public comment period into the second and final draft for submission to HUD by July 15, 2010
- Document methods, processes and sources and provide to the City of Olympia for use in developing future consolidated and action plans *(20 hours)*

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
- Provide updated performance measures, methods of distributing funds, strategies for the use of CDBG funds, estimated outcomes for the 2010 Action Plan, and other materials, on or around April 1, 2010

- 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
 - Outline of executive summary, strategic plan and 2010 Action 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: all 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
 - 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 for Research Services and City of Olympia (in parens)

| Month | Actions | Estimated Research Services Hours |
|--------------------|--|--|
| December | → Collect and analyze data → Develop needs assessment and begin consultation → (City of Olympia begins to develop potential strategies for use of CDBG funds) | 200 |
| January | → Define and fill gaps in data → Review other source documents and best practices → Finalize needs assessment → (Begin citizen participation process) → (Internal and external consultation on City of Olympia's potential strategies) | 80 |
| February/ March | → (Continue consultation on City of Olympia's potential strategies) → (Conduct public hearing) → Develop outline and begin drafting consolidated plan | 60 |
| April | → Write, edit and produce first draft of consolidated plan | 180 |

| | | |
|--------------|--|----|
| May/ June | → (Hold 30-day public comment period) → (Obtain City Council approval of draft consolidated plan) → Produce second (final) draft of consolidated plan, integrating changes and public comments/responses | 60 |
| July | → (Obtain City Council approval of final consolidated plan) → (Submit final consolidated plan to HUD by July 15) → Celebrate! | 20 |

Research Services project costs

Research Services staff: 600 hours @ \$57.50/hr.(estimated avg.).....\$34,500
 Materials, training, travel and/or other project expenses.....\$500
Research Services project costs\$35,000

Contingency fund (requires approval—see below).....\$5,000

Written approval shall be given by the City of Olympia's project manager prior to Research Services performing work that draws upon the \$5,000 contingency fund.