

**AGREEMENT TO PERFORM GOVERNMENTAL SERVICES
BETWEEN
THURSTON COUNTY, CITY OF OLYMPIA AND THURSTON COUNTY HOUSING
AUTHORITY FOR PRODUCING THE THURSTON COUNTY 2018-2022 ASSESSMENT OF
FAIR HOUSING 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, Thurston County and the City of Olympia and the Thurston County Housing Authority agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to allow Thurston County, the City of Olympia and the Housing Authority of Thurston County to enter into a technical services contract for the following purposes:

Prepare the 2018-2022 Thurston County Five-Year, Regional Assessment of Fair Housing Plan, required by federal Housing and Urban Development and described in the HUD Guidance “A practical Guide to Affirmatively Furthering Fair Housing”, including:

- Collecting and analyzing data for the entirety of Thurston County inclusive of all jurisdictions who receive or are party to HUD funding;
- Reviewing source documents and best practices from other jurisdictions; Designing and conducting a survey of stakeholders; and
- Writing, editing and producing two drafts (first and final) of the Assessment Fair Housing Plan for submission to HUD by December 15, 2017.

II. Definitions

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

“COUNTY” shall mean Thurston County, Washington.

“CITY” shall mean the City of Olympia.

“AUTHORITY” shall mean the Thurston County Housing Authority.

“AFH PLAN” shall mean the Assessment of Fair Housing Plan required by the federal Department of Housing and Urban Development.

III. Scope of Agreement/Work

The full scope of agreement/work is attached as Exhibit A and incorporated herein by reference. A summary of key responsibilities for the COUNTY, the AUTHORITY and the CITY follows:

A. Responsibilities of **COUNTY** and the **AUTHORITY** shall be as follows:

- Provide programmatic knowledge and data if available regarding program operations;
- Provide data, other materials and stakeholder contact information;
- Prompt review of **CITY** products to stay on project timeline; and,
- General project management and oversight.

B. Responsibilities of the **CITY** shall be as follows:

- Project scoping, coordination and support;

- Data collection, written analysis and table production;
- Participate in public meeting(s) and hearing(s);
- Conduct stakeholder consultation through surveys;
- Produce first draft of the AFH PLAN;
- Incorporate public comments and responses and changes from the COUNTY or the AUTHORITY into the second (final) draft of the AFH PLAN; and
- Make any HUD required corrections in a timely and compliant manner to the final submitted copy of the AFH PLAN in the event HUD returns the document for correction.

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

Payment for services rendered through the execution of this **contract shall not exceed \$24,000 as follows:**

A. **CITY** shall prepare, research and create and provide a Thurston County Regional AFH PLAN contributing \$4,500 in staffing, labor, materials, training, travel and other related expenses on behalf of COUNTY and AUTHORITY and **CITY**.

B. **COUNTY** shall pay an amount not to exceed \$9,750 to the City of Olympia based on monthly invoices for eligible activities.

C. **AUTHORITY** shall pay an amount not to exceed \$9,750 to City of Olympia based on monthly invoices for eligible activities.

V. Method of Payment

A. The **CITY** shall invoice the **COUNTY** and the **AUTHORITY** monthly, with invoices clearly itemizing Agreement activities and work products delivered.

B. Upon completion of the work set forth in each invoice, payment will be made by the **COUNTY** and the **AUTHORITY** within thirty (30) days of receipt of that invoice from the **CITY**.

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. Relationship of the Parties

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. This Agreement is for the benefit of the parties, and no third party beneficiary relationship is intended. No separate legal entity is created by this Agreement. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

VIII. Duration of Agreement

This Agreement shall commence as of the Effective Date set forth below. This Agreement will remain in effect until March 31, 2018 unless otherwise terminated in the manner described under the termination section of this Agreement.

IX. Termination of Agreement

This Agreement may be terminated upon thirty days' written notice to the other parties using the method of notice provided for in this Agreement. If this Agreement is so terminated the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

X. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by the **COUNTY** and **AUTHORITY** and the **CITY** and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

XI. Filing

Prior to its entry into force, this Agreement shall be filed in accordance with RCW 39.34.040.

XII. Notice

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

THURSTON COUNTY

Attn: **Gary Aden, Housing Program Manager, Thurston County**

Re: Interlocal Agreement with the Thurston County

412 Lilly Road NE

Olympia, WA 98506-5132

CITY OF OLYMPIA

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

Re: Interlocal Agreement with the Thurston County

601 4th Avenue East

Olympia, WA 98507

THURSTON COUNTY HOUSING AUTHORITY

Attn: **Karen McVea, Rental Assistance Program Manager**

Re: Interlocal Agreement with Thurston County

1206 12th Avenue SE

Olympia, WA 98501

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. Severability

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

XV. Effective Date

This Agreement shall take effect on the date of the last authorizing signature affixed hereto and is executed in triplicate originals.

**BOARD OF COUNTY COMMISSIONERS
THURSTON COUNTY, WASHINGTON**

**THURSTON COUNTY HOUSING
AUTHORITY**

Bud Blake
Chair

Bob For C.L.

Executive Director

[Signature]
Vice-Chair

5.10.17

Date

[Signature]
Commissioner

CITY OF OLYMPIA

May 9, 2017
Date

[Signature]

Steven R. Hall, City Manager

5-9-2017

Date

ATTEST:

APPROVED AS TO FORM:

[Signature]
Clerk of the Board

[Signature]

City Attorney

APPROVED AS TO FORM:
Jon Tunheim, Prosecuting Attorney

By: [Signature]
Deputy Prosecuting Attorney

EXHIBIT A: AFH PLAN Scope of Work

Joint project scope:

The COUNTY and the AUTHORITY contracts with the CITY to produce the AFH PLAN for their Housing and Urban Development funded programs. The AFH PLAN is intended to emerge from a collaborative community process designed to establish a unified vision for utilizing federal resources along with other compatible resources to benefit low and moderate income people and achieve the four HUD nationwide fair housing goals.

The three-fold goals for this project are as follows: 1) to produce a document that meets federal 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 AFH PLAN into an effective, coordinated community development strategy that is highly accessible by citizens, social service providers and other stakeholders; and, 3) to serve as an effective management tool that helps the COUNTY, CITY, the AUTHORITY, State and Federal governments, citizens, service providers and other stakeholders to assess performance and track results.

The CITY will provide assistance in coordination and production of the 2018-2022 (Five Year) Thurston County AFH PLAN in accordance with federal Housing and Urban Development guidance documents.

The CITY 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, holding public meetings and hearings; and writing, editing and producing draft and final versions of the plan for submission to HUD by December 15, 2017.

Project goals:

- Produce an on-time product that is approved by the Thurston County Board of County Commissioners, the City of Olympia and the Thurston County Housing Authority and HUD within the **project budget of \$24,000**.
- Produce an executive summary that is accessible to various stakeholders including governmental entities, nonprofit and service organizations, and the general public.
- Develop a forward-looking strategy for the use of federal funds over the ensuing five years that integrates housing and community development objectives for the Thurston County region with required HUD goals and objectives.

Project approach:

The CITY staff will aggregate needs-assessment elements of the 2018-2022 (Five Year) Thurston County PLAN from various data sources, and from studies, reports and plans that have been recently developed in Thurston County and by HUD as identified in the federal AFH PLAN database.

The CITY will meet HUD consultation requirements by developing and conducting a survey of governmental, non-profit and service organizations, and other stakeholders.

Based on the information gathered from data collection and the survey, as well as feedback from public participation focus groups, The CITY, will develop a projection of housing need and strategic recommendations.

The CITY will provide one formal draft of the entire AFH PLAN to the COUNTY and the AUTHORITY on or around October 2, 2017. The CITY will incorporate changes requested by the COUNTY, the AUTHORITY and public comments received during the comment period, and produce a second and final draft of the AFH PLAN for submission to HUD by December 4, 2017.

The structure of the 2018-20122 (Five Year) Thurston County AFH PLAN will be based on HUD's required outline for this effort and will meet the following four nationwide fair housing goals:

- Reduce segregation and build on the nations increasing racial , geographic and economic diversity; and
- Eliminate racially and ethnically concentrated areas of poverty; and
- Reduce disparities in access to important community assets such as quality schools. job centers, and transit; and
- Narrow gaps that leave families with children, people with disabilities and people of different races, colors and national origins with more severe housing problems, aka disproportionate housing needs.

The following City of Olympia proposal prepared April 3, 2017, describes the work scope in additional detail.

City of Olympia Proposal: 2017 Thurston County Assessment of Fair Housing

Overview

The City of Olympia proposes to conduct a comprehensive countywide assessment of fair housing in Thurston County. Methodology and final work products to be consistent with federal regulations as iterated in the Affirmatively Furthering Fair Housing (AFFH) Rule Guidebook (Version 1, December 2015). As a contractor, the City proposes to conduct this work on behalf of three entities – the City, the Housing Authority of Thurston County and Thurston County (meaning those areas not including Olympia). This proposal includes presumed assistance as noted below.

Summary

Costs:	\$19,500	Countywide portion (272,690 / 81% of County population)
	\$ 4,500	City of Olympia Portion (51,600 / 19% of County's population)
	\$24,000	TOTAL COSTS

Timeline:	Proposal Review & Acceptance	March, 2017
	Interlocal Agreements	March, 2017
\$7,300	Phase One (Review Existing Data)	April – May 2017
\$6,742	Phase Two (Community Consultation)	June - July 2017
\$5,086	Phase Three (Analysis)	August – Sept, 2017
\$4,872	Phase Four (Recommendations)	Oct. –Nov. 2017
\$195	Contingency	
\$24,000	TOTAL	

Elements of Thurston County AFH Proposal

PHASE ONE: Review & analysis of Existing Data - April - May, 2017- \$7300

GOAL: Assess the current state of fair housing in Thurston County by examining data from the following sources: 1) **Demographic Distribution:** Review existing population data from Thurston Regional Planning on racial and ethnic distribution; 2) **Federal Demographic Data:** Utilize the federal AFH Assessment Tool to examine demographic distribution; and, 3) **Lending and Housing Data:** Review current records of lending and housing activity. Work to include the following:

- **Population Data:** Download information on racial and ethnic data by jurisdiction. **SOURCE: Thurston Regional Planning Council**
- **Demographic Data Maps:** Download and analyze HUD/US Census maps that document the population distribution by race, income and other pertinent data **SOURCE: HUD Census maps**

- **Lending & Housing Transaction Data** Examine countywide data on lending and real estate transactions
- **Past Fair Housing Reports & Recommendations** Review, analysis & summary of past reports (Analysis of Impediments to Fair Housing or A.I.)
- **Records Review** HUD and Human Rights Commission records of housing and lending activity;
- **Develop Materials for Review** Compile all data and develop a concise report featuring maps, narratives and survey instruments for use in community consultation. Translation services for Spanish and Korean versions included.

STAFF: Anna Schlecht, Woody Shaufler, Interns

PHASE TWO: CONSULTATION – Community Consultation-June - July 2017- \$6,742

GOALS: Consult with Countywide stakeholders in conjunction with Citizen Participation Plan within the Consolidated Planning Process to be completed by July 15, 2017. Primary partners to include: City of Olympia, Thurston County, Thurston County Housing Authority and other jurisdictions. Expanded outreach to included key stakeholders in other regions/jurisdictions of the County. Scope of work to include:

- **Key Interviews:** Identify & interview key stakeholders from across the County;
- **Regional Focus Group discussion;** Identify key regions / organizations appropriate for hosting regional focus groups;
- **Online survey(s):** Design & launch an online Fair Housing survey
- **Public Hearing:** Thurston County Public Hearing at County Courthouse; and,
- **Review of Citizen Comments:** Compilation of all comments; review & analysis of comments.

STAFF COMPLIMENT: Anna Schlecht, Woody Stauffer, Tiffany Reid, Interns

PHASE THREE: Analysis of Fair Housing Issues -August –Sept. 2017 - \$5,086

GOALS: Examine all data and public commentary and develop a comprehensive analysis of Fair Housing Issues in the following key areas:

- Progress on recommendations from last Analysis of Impediments to Fair Housing (2005);
- Demographic summary – maps & analysis of racial concentrations, segregation & integration;
- RE/CAPS (*Racially or ethnically concentrated areas of poverty*);
- Disparities in access to opportunity;

- Disproportionate housing needs;
- Publicly supported housing analysis;
- Disability and access analysis;
- Fair Housing enforcement, outreach capacity and resources analysis; and,
- Production of Phase Three draft report, presented for initial review and response from Thurston County and Thurston County Housing Authority.

STAFF COMPLIMENT: Anna Schlecht, Woody Staufler, Tiffany Reid, Interns

PHASE FOUR: Thurston County – Fair Housing Goals - Oct. - November 2017 - \$4,872

GOALS: Develop a final report that presents demographic data; lending and housing activity data; detailed analysis; and, presents a set of fair housing goals and recommendations for Thurston County, broken down by region / jurisdiction; entities (housing providers; lenders; government regulatory agencies; local bodies of government. **Recommendations to include the following:**

- Specific recommendations by region / jurisdiction;
- Best practices & innovative approaches;
- Implementation strategies;
- Housing choice, segregation & access to opportunity;
- Affirmative efforts to promote integration;
- Inclusive community development & policy; and,
- Measurable performance benchmarks.

Draft Narrative Develop and deliver a final **Assessment of Fair Housing Report**, with narratives drawn from data, citizen comments, maps and analysis. Format to include full report and Citizen’s Summary, both paper and digital version. Final report to be submitted to Thurston County and Thurston County Housing Authority prior to December 2017.

STAFF COMPLIMENT: Anna Schlecht, Woody Staufler, Tiffany Reid, Interns, in conjunction with Thurston County Staff