

ORIGINAL

**COOPERATIVE AGREEMENT TO FORM
THE TACOMA-LAKEWOOD CONSORTIUM
UNDER THE
NATIONAL AFFORDABLE HOUSING ACT
Program Years 2000-2002**

This agreement is entered into between the cities of Tacoma and Lakewood, municipal corporations of the State of Washington, for the purpose of forming a Consortium 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.

WHEREAS, the Congress of the United State of America has enacted the National Affordable Housing Act (NAHA), 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 City of Tacoma is a HOME grant recipient and the City of Lakewood is not eligible as an individual entity to receive a formal allocation in the HOME Program; and

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

WHEREAS, the cities of Tacoma and Lakewood have determined that obtaining funding under the HOME Program will increase their ability to provide affordable housing for their low and moderate income residents;

NOW THEREFORE, the parties hereto agree as follows:

SECTION 1: DEFINITIONS

- a. "Member" means the cities of Tacoma and Lakewood, municipal corporations of the State of Washington, units of government which are signatories to this agreement.
- b. "Lead Member" means the unit of local government designated to act in a representative capacity for all members for the purposes of the agreement. The Lead Member will assume overall responsibility for ensuring the consortium's HOME Program is carried out in compliance with the requirements of the Program, including requirements concerning the Consolidated Plan.

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SECTION 2: 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 to undertake or to assist in undertaking housing assistance activities for the HOME Program.
- c. The Members agree to affirmatively further fair housing.
- d. The Members agree to undertake the development of a Consolidated Plan for each of the Federal fiscal years covered by this cooperative agreement. The Plan will be developed jointly with overall unity, however each Member will separately prioritize and develop housing policies for areas with differing housing needs within their respective jurisdictions.

SECTION 3: COMPLIANCE WITH FEDERAL REGULATIONS

All Members of the Consortium agree to comply with the applicable portions of CFR Title 24, Part 91 and Part 92, the Housing and Community Development Act of 1974 as amended, CFR Title 24, Chapter V, Part 570, CFR Title 24, Part 58, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of the Housing and Community Development Act of 1974, Section 3 of the Housing and Urban Development Act of 1968, Executive Orders 11246, 11063, and 11593, the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, OMB Circular A-122 and attachments, the Archeological and Historical Preservation Act of 1974, the Architectural Barriers Act of 1968, the Hatch Act, the Flood Disaster Protection Act of 1974, the Clean Air Act, and the Drug-Free Workplace Act of 1988.

SECTION 4: PROGRAM ADMINISTRATION

- a. The City of Tacoma is hereby designated as the Lead Member for the consortium.
- b. The Lead Member shall assume overall responsibility for ensuring that the HOME Program is carried out in compliance with CFR Title 24, Part 92, and shall serve as the lead entity.
- c. The Members shall be specifically responsible for program administration as defined in Exhibit "A".
- d. The Lead Member shall:
 - i. Establish a local HOME Investment Trust Fund Account,

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- II. Receipt, disburse, and account for all HOME Program and matching funds,
 - III. Collect all required reports and data from the members and submit them to HUD.
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- e. Each Member shall be specifically responsible to supply to the Lead Member, within 30 days after or as otherwise agreed upon, copies of all documents which the Lead Member is required to submit to HUD, and records relating to project activities.
 - f. Each Member will be responsible for determining the housing needs of their own jurisdiction.
 - g. Each Member will be independently responsible for any administrative costs each incurs which are associated with the development and implementation of the joint Consolidated Plan and the HOME Program within the HUD allowable administrative cap.
 - h. Each Member will be independently responsible for generating the matching funds required by the HOME Program Regulations, based on HOME Program activities implemented by each Member within their individual jurisdictions. All matching funds shall be deposited in the Local HOME account and shall be credited to the specific activity for which the funds were intended. Credit for excess matching funds may be used to meet the match requirements for a succeeding year, at the discretion of the Member with excess match funds.
 - i. Each Member agrees to make available to the Members upon request, all records concerning the activities carried out under this agreement for inspection by the Members or Federal Officials.

SECTION 5: DISTRIBUTION OF FUNDS

No later than 30 calendar days from notification by HUD that HOME funds have been awarded to the consortium, the Lead Member shall issue a Notification of Fund Availability (NOFA) indicating the amount of funds available to each Member and shall grant each jurisdiction 30 calendar days to submit an application. An activity shall be considered eligible if it conforms to the requirements of CFR Title 24, Part 92. HOME funds will be allocated according to information provided by HUD on the amount of funds attributable to each jurisdiction to be divided for the benefit of residents from each jurisdiction. If no information is provided, Tacoma's amount of funds to be used for the benefit of its residents will be based on a calculation of Tacoma's previous yearly funded amount increased or decreased by the percentage of increase or decrease in the HOME Program nationally. The balance of funds will be used to benefit the residents of Lakewood.

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SECTION 6: TERM OF THE COOPERATIVE AGREEMENT

- a. The Members agree that the term of this Cooperative Agreement is the length of time necessary to carry out all activities that will be funded from funds awarded for three fiscal years: 2000, 2001, 2002. Program year start date is July 1.

This agreement will be in effect until all funds allocated to the benefit of Lakewood residents, including any program income, have been expended. The agreement will remain in effect throughout this time period and neither party will withdraw from the Consortium unless HUD allows withdrawal. During this time frame, Tacoma may designate Lakewood as a HOME Program subrecipient and transfer assets identified to benefit Lakewood residents. If such a subrecipient agreement is executed, Lakewood will assume legal responsibility for its HOME Program, and Tacoma will pass through funds designated for Lakewood residents to Lakewood. In addition, Tacoma may, with the concurrence of Lakewood, enter into an agreement with another organization to administer HOME funds and assets attributable to Lakewood.

- b. The Members also agree that they will remain Members of the Tacoma-Lakewood consortium for this period.
- c. The Lead Entity may amend the consortium agreement on behalf of the entire consortium to add new members to the consortium upon written approval from Members of the consortium.

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SECTION 7: ADMINISTRATIVE FEES

Ten (10) percent of the grant or the maximum allowed by the program regulations shall be retained by the Lead Member for the administration of the HOME Program. Only costs associated with the management and administration of the HOME Program may be charged against HOME administrative allocations. See Exhibit A, Section B.4, Responsibilities of the City of Lakewood.

CITY OF LAKEWOOD


CITY OF TACOMA


D. Scott Rohlfs, City Manager

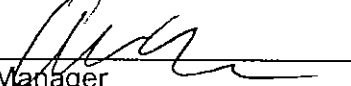

Ray Corpuz, City Manager

Date: 5-18-99

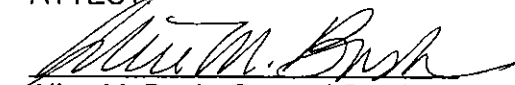
Date: _____


Juli Wilkerson, Director
Economic Development Dept.



Peter Luttrig, Finance Director


Risk Manager

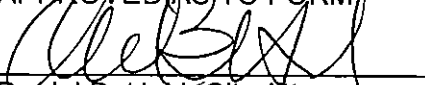
ATTEST:


Alice M. Bush, General Services
Director/City Clerk 5-18-99

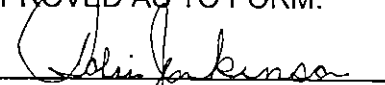
ATTEST:


Rick Rosenblatt, City Clerk

APPROVED AS TO FORM:


Daniel B. Heid, City Attorney

APPROVED AS TO FORM:


Robin Jenkinson, City Attorney

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EXHIBIT "A"

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A. Responsibilities of the City of Tacoma

1. As the lead entity in the Consortium, the City of Tacoma will administer development of a joint Consolidated Plan and administer funds awarded to the Consortium under the HOME Investment Partnership Program.
2. Tacoma will incorporate into the joint 5-Year Consolidated Plan and Annual Action Plans the portion of the plan provided by the City of Lakewood necessary to qualify for HOME funding and also incorporate a summary of Lakewood's Analysis of Impediments to Fair Housing provided by Lakewood to be included in the 5-Year Consolidated Plan.
3. Tacoma will assist Lakewood in determining the eligibility of specific projects for HOME funding.
4. Tacoma will prepare environmental assessments, publish public notices of funding allocations and amendments, prepare requests for release of funds, and other documents necessary to receive an annual allocation of HOME funding.
5. Tacoma will handle the set up of HOME projects in HUD's IDIS system.
6. Tacoma will prepare and submit required HOME progress reports to HUD.
7. Tacoma will coordinate and cooperate with the State Auditor and HUD officials on any required audits or monitoring visits.

B. Responsibilities of the City of Lakewood

1. Lakewood will develop, in consultation with Tacoma, a portion of the joint 5-Year and Consolidated Plan and Annual Action Plans necessary to receive HOME funding and a summary of Lakewood's Analysis of Impediments to Fair Housing, and provide these planning documents to the City of Tacoma to incorporate into the joint planning documents.
2. Lakewood will notify Tacoma after it approves planning documents, so the documents can be sent to the appropriate HUD office for review.

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3. Lakewood will provide any documents necessary to audit or monitor programs and will take responsibility for resolving and audit or monitoring findings.
4. Lakewood will determine the type of housing assistance programs it wants to offer residents of its jurisdiction and notify Tacoma of its determinations. Using the administrative allowance from the HOME Program, Tacoma will provide necessary staffing to operate housing programs that are similar to programs currently being offered by Tacoma or other programs which the parties may mutually agree to provide. Costs for providing services and the administration of these services will be taken from the portion of funds designated for Lakewood residents.
5. Tacoma and Lakewood acknowledge that a certain percentage of the HOME funds must be allocated to designated Community Housing Development Organizations (CHDO). Lakewood hereby agrees that CHDOs designated by the City of Tacoma will be used to meet this requirement. Tacoma will retain its right to designate CHDOs that operate in the City of Tacoma without approval from Lakewood. If Lakewood wants to designate organizations as CHDOs, it will compile the necessary documentation that the organization meets the HUD requirements and will submit this information for Tacoma to review. If Lakewood recommends approval and the organization meets HUD requirements, Tacoma will officially designate the organization as a CHDO for Lakewood. Such organizations would not automatically qualify as CHDOs in the City of Tacoma.

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RESOLUTION NO. 1999-16

A RESOLUTION of the City Council of the City of Lakewood, Washington, authorizing the City Manager to take necessary and appropriate steps to form a HOME Investment Partnership Program Consortium with the City of Tacoma

WHEREAS, the United States Department of Housing and Urban Development has a program known as the HOME Investment Partnership Program, authorized by the HOME Investment Partnerships Act which is Title II of the Cranston Gonzalez National Affordable Housing Act, as amended (42 USC 12701, et seq.); and,

WHEREAS, Section 216(2) of the Act provides that a consortium of geographically contiguous units of general local government is considered a unit of general local government for the purposes of the HOME Program if the secretary determines that a consortium thereof has sufficient authority and administrative responsibility to carry out the purposes of the Act on behalf of its member jurisdictions and that it will, according to a written certification by the state, direct its activities to alleviate housing problems within the state; and,

WHEREAS, in light of the low income housing needs shared by the City of Lakewood and the City of Tacoma, it would be appropriate for the City of Lakewood to join with the City of Tacoma to form a consortium under this program and affirms to further fair housing; and,

WHEREAS, in order to provide for the consortium, certain responsibilities need to be met, including certification of activities to meet the requirements of the program, designation of authorized officials for signatures, legally binding consortium agreement executed by the chief

executive officer of each of the participating governmental units and other programs and other requirements consistent therewith; and,

WHEREAS, in order for the City of Lakewood to join with the City of Tacoma in such a consortium, it is appropriate that the City Manager be authorized to enter into and execute the appropriate agreements and comply with the requirements for that program.

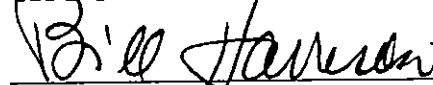
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON HEREBY RESOLVES, as Follows:

Section 1. That the City Manager is authorized to negotiate, enter into and execute, on behalf of the City of Lakewood, agreements for compliance with the requirements of a HOME Investment Partnership Program consortium with the City of Tacoma, with Tacoma being the lead entity, and with such agreements assuring compliance with the requirements of 42 USC 12071 et eq.

Section 2. That this Resolution shall be in full force and effect upon passage and signatures hereon.


PASSED by the City Council this 3RD day of May, 1999.

CITY OF LAKEWOOD



Bill Harrison, Mayor

Attest:


Alice M. Bush, CMC, City Clerk

Approved as to Form:


Daniel B. Heid, City Attorney



RESOLUTION NO. 34400

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WHEREAS the City of Lakewood ("Lakewood") is considering withdrawal from the Pierce County consortium for Community Development Block Grant funding, thereby becoming an entitlement city and receiving its own grant directly from the U.S. Department of Housing and Urban Development ("HUD"), and

WHEREAS Lakewood is too small to receive its own HOME Investment Partnership grant; therefore, it must enter into an agreement with either the City of Tacoma ("City") or Pierce County to receive HOME funds, and

WHEREAS HUD requires that HOME consortium agreements be executed for a minimum of three years, and during the term of the agreement and until all funds are expended, none of the partners can withdraw from the consortium, and

WHEREAS to complete the agreement, the City must incorporate Lakewood into its HUD Consolidated Plan, and

WHEREAS the City would receive funding for both jurisdictions and would determine the amount of funds attributable to the City and Lakewood, and

WHEREAS, based upon the priorities set in Lakewood's portion of the Consolidated Plan, the City would operate housing programs for Lakewood using the portion of the HOME grant attributable to Lakewood, and

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1 WHEREAS the City could use up to 10 percent of Lakewood's portion of
 2 the grant for administrative and housing program operating costs, and the
 3 balance must be used for the improvement of housing for Lakewood residents,
 4 and

5
 6 WHEREAS, if at a future date Lakewood decides to operate its own
 7 housing programs, the City would pass through Lakewood's portion of the
 8 HOME funds to Lakewood, and

9 WHEREAS it is anticipated that this agreement will help open dialogue
 10 with Lakewood on a variety of regional issues; Now, Therefore,

11 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

12
 13 That the proper officers of the City are hereby authorized to execute an
 14 agreement for the purposes hereinabove enumerated, which document shall be
 15 substantially in the form of the proposed Cooperative Agreement to Form the
 16 Tacoma-Lakewood Consortium Under the National Affordable Housing Act on
 17 file in the office of the City Clerk.
 18

19
 20 Adopted MAY 18 1999

[Signature]

Deputy Mayor

21
 22 *Rick Rosenblatt*
 Attest: City Clerk

23
 24 Approved as to form and legality:

25
 26 *[Signature]*
 Assistant City Attorney

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City of Tacoma
City Manager

May 21, 1999

Mr. Doug Hunter
Community Trade and Economic Development
P.O. Box 48300
Olympia, WA 98504-8300

Dear Mr. Hunter:

In accordance with the National Affordable Housing Act, the City of Tacoma intends to form a HOME Investment Partnership Act Consortium with the City of Lakewood.

One of HUD's requirements for forming a HOME Consortium is a written certification, signed by the authorized official of the State, stating that the Consortium will direct its activities to alleviating housing problems within the State.

In your discussions with Alice Bush, General Services Director/City Clerk for the City of Lakewood, you indicated that a resolution, adopted by each municipality's City Council authorizing the formation of a HOME Consortium, was required. Attached is a copy of Lakewood's Resolution No. 1999-16 adopted on May 3, 1999 and Tacoma's Resolution No. 34400 adopted on May 18, 1999.

In accordance with HUD guidelines, the State's written certification must be filed with HUD no later than June 30, 1999. It is my understanding your office will need approximately two to three weeks to review our request. Therefore, we would appreciate receiving your written certification in sufficient time for us to meet HUD's deadline.

CITY CLERKS OFFICE

MAY 24 1999

RECEIVED

Mr. Doug Hunter
May 21, 1999
Page two

If you have questions or need additional information, please contact Don Hines at (253) 591-5223.

Sincerely,

A handwritten signature in black ink, appearing to read "Ray Corpuz, Jr.", with a long horizontal flourish extending to the right.

Ray E. Corpuz, Jr.
City Manager

REC:dh
Attachments (2)

cc: Juli Wilkerson, Director, Tacoma Economic Development Department
Don Hines, Assistant Director, Tacoma Economic Department
Scott Rohlf, City Manager, City of Lakewood
Alice Bush, General Services Director/City Clerk, City of Lakewood ✓



City of Tacoma
Office of the City Attorney

OFFICIAL LETTER

COPY

May 18, 1999

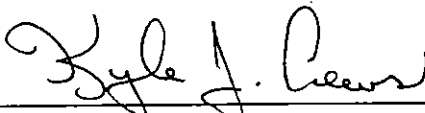
John W. Peters, Director
U.S. Department of Housing and Urban Development
Washington State Office
Seattle Federal Office Building
Office of Community Planning and Development
909 First Avenue, Suite 300
Seattle, WA 98104-1000

Subject: City of Tacoma / City of Lakewood, Washington
HOME Program Consortium Agreement
Legal Authority

Dear Mr. Peters:

This opinion is given to confirm the legal authority under applicable Washington State law RCW Chapter 39.43, The Interlocal Cooperation Act, and, more specifically, laws granted to cities of the first-class and code cities in Washington State RCW which allow cities such as Tacoma and Lakewood to enter into joint operating agreements which are mutually beneficial. With the approval by resolution of each city's legislative entity for the agreement to enter into a "HOME" consortium agreement is fully enforceable to allow the consortium to undertake or assist in undertaking housing assistance activities for the HOME program.

ROBIN S. JENKINSON, City Attorney
ELIZABETH A. PAULI, Ch. Asst. City Atty.

By 
KYLE J. CREWS, WSB #6786
Assistant City Attorney
City of Tacoma

cc: Don Hines, TEDD, City of Tacoma
Alice Bush, City of Lakewood
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STATE OF WASHINGTON

DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT
906 Columbia St. SW • PO Box 48300 • Olympia, Washington 98504-8300 • (360) 753-2200

X/c Scott
Dave
FYI
Alice

June 2, 1999

Don Phillips, Director
Program Operations Division
US Department of Housing
and Urban Development
Seattle Federal Office Building
909 First Avenue, Suite 300
Seattle, Washington 98104-1000

Dear Mr. Phillips:

This letter is to certify that, to the best of my knowledge and belief, the Tacoma/Lakewood HOME Consortium (Consortium) meets the HOME Investment Partnership Program Consortium criteria defined by the United States Department of Housing and Urban Development.

The Consortium will undertake essential housing activities in those cities for which cooperation agreements have been signed. The Consortium will also direct its activities to the alleviation of housing problems within Washington State.

This letter also certifies that I am the authorized HOME Investment Partnership Program representative for Governor Gary Locke.

If you have any questions, please call Bill Hunter, Assistant Director, Housing Division at (360) 753-2570.

Sincerely,

Tim Douglas
Director

cc: Bill Hunter, Assistant Director, Housing Division
Doug Hunter, HOME Development Program Manager

Post-It™ brand fax transmittal memo 7671		# of pages ▶
To: Alice Bush	From: Doug Hunter	
Co.	Co.	
Dept.	Phone # (360) 753-4930	
Fax # (206) 589-3779	Fax #	



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**FIRST AMENDMENT TO COOPERATIVE AGREEMENT TO FORM
THE TACOMA-LAKEWOOD CONSORTIUM
UNDER THE
NATIONAL AFFORDABLE HOUSING ACT**

THIS FIRST AMENDMENT TO COOPERATIVE AGREEMENT (the "Amendment") is made and entered into this 5 day of June, 2002, by and between the CITY OF TACOMA, a municipal corporation, and the CITY OF LAKEWOOD, a municipal corporation.

WHEREAS the City of Tacoma and the City of Lakewood, pursuant to Resolution No. 34400, entered into a Cooperative Agreement to Form the Tacoma-Lakewood Consortium Under the National Affordable Housing Act for Program Years 2000-2002 (the "Agreement"); and

WHEREAS the parties desire to amend the Agreement to extend the term to include funds awarded for fiscal years through 2005.

NOW, THEREFORE, the parties hereby amend said Agreement as follows:

1. Section 6(a) is hereby amended to read as follows:

- (a) The Members agree that the term of this Cooperative Agreement is the length of time necessary to carry out all activities that will be funded from funds awarded for six fiscal years: 2000, 2001, 2002, 2003, 2004, and 2005. Program year start date is July 1.

This agreement will be in effect until all funds allocated to the benefit of Lakewood residents, including any program income, have been expended. The agreement will remain in effect throughout this time period and neither party will withdraw from the Consortium unless HUD allows withdrawal. During this time frame, Tacoma may designate Lakewood as a HOME Program subrecipient and transfer assets identified to benefit Lakewood residents. If such a subrecipient agreement is executed, Lakewood will assume legal responsibility for its HOME Program, and Tacoma will pass through funds designated for Lakewood residents to Lakewood. In addition, Tacoma **May**, with the concurrence of Lakewood, enter into an agreement with another organization to administer HOME funds and assets attributable to Lakewood.

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2. All other terms and conditions of the original Agreement remain the same.

IN WITNESS WHEREOF the parties hereto have executed this document as of the day and year first written above.

CITY OF LAKEWOOD

CITY OF TACOMA

By 
D. Scott Rohlfis
City Manager


By 
Ray E. Corpuz, Jr.
City Manager

Date: 5-21-02

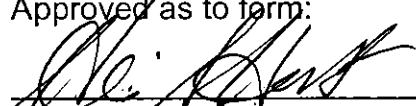
Date: 6/4/02

Attest:

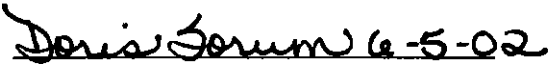
Alice M. Bush
General Services Director 5-21-02
City Clerk

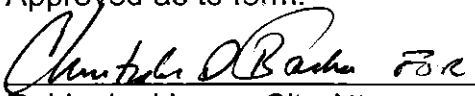

Juli Wilkerson, Director 5/26/02
Economic Development Department


Peter Luttrupp, Finance Director

Approved as to form:

Heidi Ann Horst, City Attorney


Andy Michels, Risk Manager

Attest:

Doris Sorum, City Clerk 6-5-02

Approved as to form:

Robin Jenkinson, City Attorney

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THE TACOMA-LAKEWOOD CONSORTIUM
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- a. The Members agree that the term of this Cooperative Agreement is the length of time necessary to carry out all activities that will be funded from funds awarded for three fiscal years: 2000, 2001, 2002. Program year start date is July 1.

This agreement will be in effect until all funds allocated to the benefit of Lakewood residents, including any program income, have been expended. The agreement will remain in effect throughout this time period and neither party will withdraw from the Consortium unless HUD allows withdrawal. During this time frame, Tacoma may designate Lakewood as a HOME Program subrecipient and transfer assets identified to benefit Lakewood residents. If such a subrecipient agreement is executed, Lakewood will assume legal responsibility for its HOME Program, and Tacoma will pass through funds designated for Lakewood residents to Lakewood. In addition, Tacoma may, with the concurrence of Lakewood, enter into an agreement with another organization to administer HOME funds and assets attributable to Lakewood.

- b. The Members also agree that they will remain Members of the Tacoma-Lakewood consortium for this period.
- c. The Lead Entity may amend the consortium agreement on behalf of the entire consortium to add new members to the consortium upon written approval from Members of the consortium.


ORIGINAL

SECTION 7: ADMINISTRATIVE FEES

Ten (10) percent of the grant or the maximum allowed by the program regulations shall be retained by the Lead Member for the administration of the HOME Program. Only costs associated with the management and administration of the HOME Program may be charged against HOME administrative allocations. See Exhibit A, Section B.4, Responsibilities of the City of Lakewood.

CITY OF LAKEWOOD

CITY OF TACOMA




D. Scott Rohlfs, City Manager



Ray Corpuz, City Manager

Date: 5-18-99

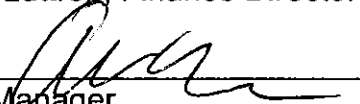
Date: _____




Juli Wilkerson, Director
Economic Development Dept.



Peter Luttrig, Finance Director



Risk Manager

ATTEST:


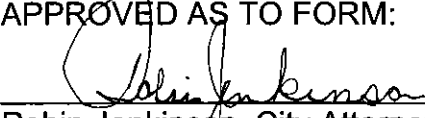
Alice M. Bush, General Services
Director/City Clerk 5-18-99

ATTEST:


Rick Rosenblatt, City Clerk

APPROVED AS TO FORM:


Daniel B. Heid, City Attorney

APPROVED AS TO FORM:


Robin Jenkinson, City Attorney

EXHIBIT "A"

ORIGINAL

A. Responsibilities of the City of Tacoma

1. As the lead entity in the Consortium, the City of Tacoma will administer development of a joint Consolidated Plan and administer funds awarded to the Consortium under the HOME Investment Partnership Program.
2. Tacoma will incorporate into the joint 5-Year Consolidated Plan and Annual Action Plans the portion of the plan provided by the City of Lakewood necessary to qualify for HOME funding and also incorporate a summary of Lakewood's Analysis of Impediments to Fair Housing provided by Lakewood to be included in the 5-Year Consolidated Plan.
3. Tacoma will assist Lakewood in determining the eligibility of specific projects for HOME funding.
4. Tacoma will prepare environmental assessments, publish public notices of funding allocations and amendments, prepare requests for release of funds, and other documents necessary to receive an annual allocation of HOME funding.
5. Tacoma will handle the set up of HOME projects in HUD's IDIS system.
6. Tacoma will prepare and submit required HOME progress reports to HUD.
7. Tacoma will coordinate and cooperate with the State Auditor and HUD officials on any required audits or monitoring visits.

B. Responsibilities of the City of Lakewood

1. Lakewood will develop, in consultation with Tacoma, a portion of the joint 5-Year and Consolidated Plan and Annual Action Plans necessary to receive HOME funding and a summary of Lakewood's Analysis of Impediments to Fair Housing, and provide these planning documents to the City of Tacoma to incorporate into the joint planning documents.
2. Lakewood will notify Tacoma after it approves planning documents, so the documents can be sent to the appropriate HUD office for review.

ORIGINAL

3. Lakewood will provide any documents necessary to audit or monitor programs and will take responsibility for resolving and audit or monitoring findings.
4. Lakewood will determine the type of housing assistance programs it wants to offer residents of its jurisdiction and notify Tacoma of its determinations. Using the administrative allowance from the HOME Program, Tacoma will provide necessary staffing to operate housing programs that are similar to programs currently being offered by Tacoma or other programs which the parties may mutually agree to provide. Costs for providing services and the administration of these services will be taken from the portion of funds designated for Lakewood residents.
5. Tacoma and Lakewood acknowledge that a certain percentage of the HOME funds must be allocated to designated Community Housing Development Organizations (CHDO). Lakewood hereby agrees that CHDOs designated by the City of Tacoma will be used to meet this requirement. Tacoma will retain its right to designate CHDOs that operate in the City of Tacoma without approval from Lakewood. If Lakewood wants to designate organizations as CHDOs, it will compile the necessary documentation that the organization meets the HUD requirements and will submit this information for Tacoma to review. If Lakewood recommends approval and the organization meets HUD requirements, Tacoma will officially designate the organization as a CHDO for Lakewood. Such organizations would not automatically qualify as CHDOs in the City of Tacoma.

**AMENDMENT NO. 2
EXTENSION OF THE COOPERATIVE AGREEMENT TO FORM THE
TACOMA-LAKEWOOD CONSORTIUM UNDER THE
NATIONAL AFFORDABLE HOUSING ACT**

Program Years 2006-2008

This agreement is entered into between the cities of Tacoma and Lakewood, municipal corporations of the state of Washington, for the purpose of continuing its formation as a consortium 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").

WHEREAS the Congress of the United State of America has enacted the National Affordable Housing Act ("NAHA"), 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 City of Tacoma ("City") is a HOME grant recipient and the City of Lakewood ("Lakewood") is not eligible as an individual entity to receive a formal allocation in the HOME Program, and

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

WHEREAS the City and Lakewood have determined that obtaining funding under the HOME Program will increase their abilities to provide affordable housing for their low- and moderate-income residents;

NOW THEREFORE, the parties hereto agree as follows:

SECTION 1: DEFINITIONS

- a. "Members" mean the cities of Tacoma and Lakewood, municipal corporations of the state of Washington, units of government, which are signatories to this agreement.
- b. "Lead Member" means the unit of local government designated to act in a representative capacity for all members for the purposes of the agreement. The Lead Member will assume overall responsibility for ensuring the consortium's HOME Program is carried out in compliance with the requirements of the program, including requirements concerning the Consolidated Plan ("Plan").

ORIGINAL

SECTION 2: 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 to undertake or to assist in undertaking housing assistance activities for the HOME Program.
- c. The Members agree to affirmatively further fair housing.
- d. The Members agree to undertake the development of the Plan for each of the federal fiscal years covered by this cooperative agreement. The Plan will be developed jointly with overall unity; however, each Member will separately prioritize and develop housing policies for areas with differing housing needs within their respective jurisdictions.

SECTION 3: COMPLIANCE WITH FEDERAL REGULATIONS

All Members of the Consortium agree to comply with the applicable portions of CFR Title 24, Part 91 and Part 92, the Housing and Community Development Act of 1974 as amended, CFR Title 24, Chapter V, Part 570, CFR Title 24, Part 58, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of the Housing and Community Development Act of 1974, Section 3 of the Housing and Urban Development Act of 1968, Executive Orders 11246, 11063, and 11593, the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, OMB Circular A-122 and attachments, the Archeological and Historical Preservation Act of 1974, the Architectural Barriers Act of 1968, the Hatch Act, the Flood Disaster Protection Act of 1974, the Clean Air Act, and the Drug-Free Workplace Act of 1988.

SECTION 4: PROGRAM ADMINISTRATION

- a. The City of Tacoma is hereby designated as the Lead Member for the consortium.
- b. The Lead Member shall assume overall responsibility for ensuring that the HOME Program is carried out in compliance with CFR Title 24, Part 92, and shall serve as the lead entity.
- c. The Members shall be specifically responsible for program administration, as defined in Exhibit "A."
- d. The Lead Member shall:
 - I. Establish a local HOME Investment Trust Fund Account;
 - II. Receipt, disburse, and account for all HOME Program and matching funds; and
 - III. Collect all required reports and data from the members and submit them to HUD.

ORIGINAL

- e. Each Member shall be specifically responsible to supply to the Lead Member, within 30 days after or as otherwise agreed upon, copies of all documents which the Lead Member is required to submit to HUD, and records relating to project activities.
- f. Each Member will be responsible for determining the housing needs of their own jurisdiction.
- g. Each Member will be independently responsible for any administrative costs each incurs which are associated with the development and implementation of the joint Consolidated Plan and the HOME Program within the HUD allowable administrative cap.
- h. Each Member will be independently responsible for generating the matching funds required by the HOME Program Regulations, based on HOME Program activities implemented by each Member within their individual jurisdictions. All matching funds shall be deposited in the Local HOME account and shall be credited to the specific activity for which the funds were intended. Credit for excess matching funds may be used to meet the match requirements for a succeeding year, at the discretion of the Member with excess match funds.
- i. Each Member agrees to make available to the Members upon request, all records concerning the activities carried out under this agreement for inspection by the Members or Federal Officials.

SECTION 5: DISTRIBUTION OF FUNDS

No later than 30 calendar days from notification by HUD that HOME funds have been awarded to the consortium, the Lead Member shall issue a Notification of Fund Availability ("NOFA"), indicating the amount of funds available to each Member and shall grant each jurisdiction 30 calendar days to submit an application. An activity shall be considered eligible if it conforms to the requirements of CFR Title 24, Part 92. HOME funds will be allocated according to information provided by HUD on the amount of funds attributable to each jurisdiction to be divided for the benefit of residents from each jurisdiction. If no information is provided, the City's amount of funds to be used for the benefit of its residents will be based on a calculation of its previous yearly funded amount increased or decreased by the percentage of increase or decrease in the HOME Program, nationally. The balance of funds will be used to benefit the residents of Lakewood.

SECTION 6: TERM OF THE COOPERATIVE AGREEMENT

- a. The Members agree that the term of this Cooperative Agreement is the length of time necessary to carry out all activities that will be funded from funds awarded for three fiscal years: 2006, 2007, and 2008. Program year start date is July 1.

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This agreement will be in effect until all funds allocated to the benefit of Lakewood residents, including any program income, have been expended. The agreement will remain in effect throughout this time period and neither party will withdraw from the consortium unless HUD allows withdrawal. During this time frame, the City may designate Lakewood as a HOME Program subrecipient and transfer assets identified to benefit Lakewood residents. If such a subrecipient agreement is executed, Lakewood will assume legal responsibility for its HOME Program, and the City will pass through funds designated for Lakewood residents to Lakewood. In addition, the City may, with the concurrence of Lakewood, enter into an agreement with another organization to administer HOME funds and assets attributable to Lakewood.

- b. The Members also agree that they will remain Members of the Tacoma-Lakewood consortium for this period.
- c. The Lead Entity may amend the consortium agreement on behalf of the entire consortium to add new members to the consortium upon written approval from the Members of the consortium.

SECTION 7: ADMINISTRATIVE FEES

Ten (10) percent of the grant or the maximum allowed by the program regulations shall be retained by the Lead Member for the administration of the

ORIGINAL

HOME Program. Only costs associated with the management and administration of the HOME Program may be charged against HOME administrative allocations. See Exhibit "A," Section B.4, Responsibilities of the City of Lakewood.

CITY OF LAKEWOOD

Andrew E. Neiditz
Andrew E. Neiditz, City Manager

Date: 5/24/05

CITY OF TACOMA

James L. Walton
James L. Walton, City Manager

Date: _____

Ryan Petty
Ryan Petty, Director
Economic Development Dept.

Steve Marcotte
Steve Marcotte, Finance Director

Debbie Dahlstrom
Debbie Dahlstrom, Risk Manager

ATTEST:

Alice M. Bush
Alice M. Bush, General Services
Director/City Clerk
5-24-05

ATTEST:

Doris Sorum
Doris Sorum, City Clerk

APPROVED AS TO FORM:

Heidi Ann Wachter
Heidi Ann Wachter, City Attorney
Dr. ACKERSTE
TRON ANN

APPROVED AS TO FORM:

Christopher Bacha
Christopher Bacha, City Attorney

ORIGINAL

EXHIBIT "A"

A. Responsibilities of the City of Tacoma

1. As the lead entity in the Consortium, the City of Tacoma will administer development of a joint Consolidated Plan and administer funds awarded to the Consortium under the HOME Investment Partnership Program.
2. Tacoma will incorporate into the joint 5-Year Consolidated Plan and Annual Action Plans the portion of the plan provided by the City of Lakewood necessary to qualify for HOME funding and also incorporate a summary of Lakewood's Analysis of Impediments to Fair Housing provided by Lakewood to be included in the 5-Year Consolidated Plan.
3. Tacoma will assist Lakewood in determining the eligibility of specific projects for HOME funding.
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5. Tacoma will handle the set up of HOME projects in HUD's IDIS system.
6. Tacoma will prepare and submit required HOME progress reports to HUD.
7. Tacoma will coordinate and cooperate with the State Auditor and HUD officials on any required audits or monitoring visits.

B. Responsibilities of the City of Lakewood

1. Lakewood will develop, in consultation with Tacoma, a portion of the joint 5-Year and Consolidated Plan and Annual Action Plans necessary to receive HOME funding and a summary of Lakewood's Analysis of Impediments to Fair Housing, and provide these planning documents to the City of Tacoma to incorporate into the joint planning documents.
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ORIGINAL

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ORIGINAL

**AMENDMENT NO. 3
EXTENSION OF THE COOPERATIVE AGREEMENT TO FORM THE
TACOMA-LAKEWOOD CONSORTIUM UNDER THE
NATIONAL AFFORDABLE HOUSING ACT**

Program Years 2009-2011

This agreement is entered into between the cities of Tacoma and Lakewood, municipal corporations of the state of Washington, for the purpose of continuing its formation as a consortium 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").

WHEREAS the Congress of the United States of America has enacted the National Affordable Housing Act ("NAHA"), 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 City of Tacoma ("City") is a HOME grant recipient and the City of Lakewood ("Lakewood") is not eligible as an individual entity to receive a formal allocation in the HOME Program, and

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

WHEREAS the City and Lakewood have determined that obtaining funding under the HOME Program will increase their abilities to provide affordable housing for their low- and moderate-income residents;

NOW THEREFORE, the parties hereto agree as follows:

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- a. "Members" mean the cities of Tacoma and Lakewood, municipal corporations of the state of Washington, units of government, which are signatories to this agreement.
- b. "Lead Member" means the unit of local government designated to act in a representative capacity for all members for the purposes of the agreement. The Lead Member will assume overall responsibility for ensuring the consortium's HOME Program is carried out in compliance with the requirements of the program, including requirements concerning the Consolidated Plan ("Plan").

ORIGINAL

SECTION 2: GENERAL PROVISIONS

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- b. The Members agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME Program.
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SECTION 3: COMPLIANCE WITH FEDERAL REGULATIONS

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- d. The Lead Member shall:
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