

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN KITSAP COUNTY AND THE CITY OF BREMERTON  
FOR 2014 AND 2015 HOME FUNDS**

This agreement is entered into between the City of Bremerton, (hereinafter the "CITY"), a Washington Municipal Corporation, and Kitsap Urban County (hereinafter the "COUNTY"), pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

**I. RECITALS**

- A. WHEREAS, the COUNTY and CITY have entered into an Interlocal Agreement to form a HOME Consortium under the National Affordable Housing Act.
- B. WHEREAS, the purpose of the HOME program per 24 CFR Section 92.1 is to strengthen public-private partnerships through the allocation of funds among eligible state and local governments and to expand the supply of decent, safe, sanitary, and affordable housing for low and very low income Americans.
- C. WHEREAS, the COUNTY administers the HOME program and the CITY receives a percentage share of the funds based on the HOME Consortium Percentage, established annually by HUD, for projects located in the CITY.
- D. WHEREAS, the CITY allocated \$30,000 of its 2014 and \$55,000 of its 2015 HOME funds to be used for a CITY down payment assistance program and these allocations were included in the 2014 and 2015 Action Plans to HUD.

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

- A. The CITY will contract with the Washington State Housing Finance Commission (WSHFC) to manage and run the CITY'S Downpayment Assistance (DPA) Program, using its allocated downpayment assistance HOME funds.
- B. The CITY will ensure the homebuyer activities carried out by it and the WSHFC are in compliance with all applicable Federal laws and regulations described in Subparts F and H of 24 CFR 92.

**II. REIMBURSEMENT**

- A. The CITY shall submit to the COUNTY a Reimbursement Request form and backup documentation demonstrating payment has been made to WSHFC.

B. The COUNTY shall reimburse the CITY its allowable costs for the services identified in this Agreement in an amount not to exceed eighty five thousand dollars (\$85,000) upon presentation of properly executed invoices in a form approved by the COUNTY.

C. A completed HOME Completion Report for each homebuyer must accompany the CITY'S requests for reimbursement, detailing all federal, state and private funds invested in each homebuyer address and documentation of environmental clearance.

D. Drawdown of HOME funds will be done by COUNTY through HUD's Integrated Disbursement and Information System.

E. Project must be completed within sixty (60) days of the final request. Such reimbursement shall constitute full and complete payment by the COUNTY under this Agreement.

F. The CITY must submit to the COUNTY final reimbursements 30 days prior to the expenditure deadline for HOME funds, which is June 30, 2019 for 2014 HOME funds and June 30, 2020 for 2015 HOME funds.

G. Any reimbursements made under this Agreement must comply with the requirements of 2 CFR Part 200, Subpart D. The CITY may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

Time of Payment: Payment shall be made upon receipt of reimbursement request voucher mailed to: **Block Grant Program, Kitsap County Dept. of Human Services, 345 6<sup>th</sup> Street Suite 400, Bremerton, WA 98337-1869.**

Where Payments Are Made: Payments shall be made to: **City of Bremerton Finance Department, 345 6<sup>th</sup> Street Suite 600, Bremerton, WA 98337-1873.**

### III. TERM OF THIS AGREEMENT

A. This Agreement shall remain in full force and effect from the date of execution and is in effect through the period of affordability, which will be ten (10) years after the final DPA loan.

B. Downpayment assistance to homebuyers is authorized under this Agreement beginning July 1, 2015, the execution date of the agreement between the CITY and WSHFC, provided proper environmental clearance is obtained.

### III. MISCELLANEOUS PROVISIONS

A. Indemnification. The COUNTY assumes no responsibility for any acts of the CITY other than those involved directly with its role as administering the HOME consortium.

The CITY shall indemnify and hold the COUNTY, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, fines, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the COUNTY.

The County shall indemnify and hold the CITY, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, fines, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.

Solely for the purposes of this provision, each party waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties.

The section shall survive termination or expiration of the Agreement.

B. Amendment. This Agreement may be amended only in writing and only by agreement by all Parties.

C. Notice. Any notice required by this Agreement shall be made in writing to the representatives below:

Kitsap County

City of Bremerton

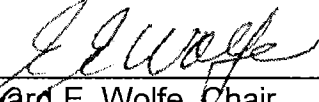
Kitsap County Block Grant Program  
Bonnie Tufts, Block Grant Manager  
345 6<sup>th</sup> Street, Suite 400  
Bremerton, WA 98337

City of Bremerton  
Sarah Achaoui, CDBG Administrator  
345 6<sup>th</sup> Street, Suite 600  
Bremerton, WA 98337

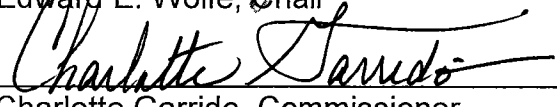
**CITY OF BREMERTON**

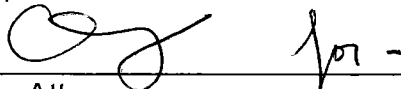
**KITSAP COUNTY BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
Patty Lent, Mayor 4/14/16

  
\_\_\_\_\_  
Edward E. Wolfe, Chair

Approved As To Form:

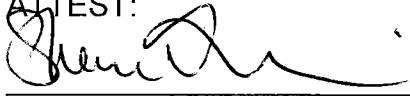
  
\_\_\_\_\_  
Charlotte Garrido, Commissioner


  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
Robert Gelder, Commissioner

DATE: 4-20-16

DATE: 5-9-16

ATTEST:  
  
\_\_\_\_\_  
Shannon Corin, City Clerk

ATTEST:   
\_\_\_\_\_  
Dana Daniels, Clerk of the Board