

Regional Housing Council

Agenda: Wednesday January 11th, 2023 (4:00 p.m. – 5:15 p.m.) (via Zoom)

Carolyn Cox: Chair, Carolina Mejia: Vice-Chair

#	TIME	AGENDA ITEM	LEAD	ACTION
1	4:00 – 4:05	Welcome and Introductions <ul style="list-style-type: none">• Check-in• Review Agenda/Meeting Purpose	Carolyn	
3	4:05 – 4:07	Approval of December 14th minutes	Carolyn	Action
4	4:07 – 4:35	Southport - Lansdale Pointe Apartment Project Proposal	Darian, Maverick Ryan	Information, Discussion and Possible Action
5	4:35 – 5:00	Funding Priorities	Tom & Keylee	Information and Discussion
6	5:00 – 5:05	RHC Advisory Boards	Keylee & Darian	Information and Discussion
7	5:05-5:15	RHC ILA Amendment	Tom	Information
8	5:15 – 5:20	Good of the Order	Carolyn	Information
9	5:20	Upcoming Meetings <ul style="list-style-type: none">• Next RHC Meeting Wednesday January 25th 2023, 4pm Location: Zoom meeting		

REGIONAL HOUSING COUNCIL

Wednesday December 14th, 2022 Meeting Minutes

ATTENDEES:

Lacey: Carolyn Cox, Andy Ryder, Ryan Andrews, Kelly Adams

Tumwater: Joan Cathey, John Doan, Brad Medrud

Olympia: Jim Cooper, Dani Madrone, Rich Hoy, Darian Lightfoot,

Thurston County: Carolina Mejia, Ramiro Chavez, Tom Webster, Keylee Marineau, Jacinda Steltjes,

Meeting began at 4:00 pm.

Agenda Item 1: Agenda approved, motion and second

Agenda Item 2: Public Comment

Agenda Item 3: Minutes from November 9th meeting, motion and second, approved.

Agenda Item 4: Proposed Pilot project to reduce smoke and hazardous burning in encampments

Tye Gundel of Olympia Mutual Aid Partners gave a presentation aimed at answering some of the questions from the November meeting. In the updated proposal they have increased the portion of the budget for supplies. This will include lighting, warming alternatives, cooking alternatives and garbage removal. These are supplies more focused on achieving the desired results. Their new funding request is \$107,641 - \$111,469.

Additionally, they have provided an update on data and progress tracking. This will include baseline and end-of-pilot surveys to those in the encampments. Tracking the number of complaints/concerns received by ORCAA, tracking how much garbage is being removed from the camps, and how much/what type of supplies are distributed to encampments.

ORCAA will contribute \$6,000 to help fund 4 camp cleanups, specifically two cleanups at the Jungle and two at Percival Creek. ORCA is also working on changing local rules around recreational burning.

ORCAA and OlyMAP met with Chief Brooks, Chief Hurley and Fire Marshall Haines who expressed support for the project and interest in collaboration.

Jim asked Tye to clarify the differences between this and the Scattered Site project. Tye clarified that this project is focused on hazardous burning whereas Scattered Sites was focused much broader in general health and safety. Keylee added that currently there is very little outreach taking place. At the time of the Scattered Sites project there was an abundance of funding that was going towards outreach and those projects have since ended.

The RHC approved a recommendation to fund this project up to \$111,469.

Agenda Item 5: RHC Advisory Boards

Keylee gave a presentation on the proposed process to finish setting up the Homeless and Affordable Housing Advisory Boards. Applications will go live on the RHC website January 3rd, those applications are due January 23rd. The Technical team will review and score applications then present recommendations to the RHC at the February 15th meeting. If the RHC approves these recommendations, they will go for Board approval on February 21st. If approved by the board, new advisory board members will be notified, and on-boarding will begin. Chair Cox and Vice Chair Mejia will interview vetted applicants in early February.

Onboarding and training will include such things as Anti-Harassment & Discrimination training, Cybersecurity training, and Open Public Meetings Act and Public Records Act trainings. They will also review Rules of Engagement, Ethics and Conflicts of Interest, as well as Public Disclosure policies. Members will also be educated on important documents such as the Inter-Local Agreement, Advisory Board Charters, the Homeless Crisis Response Plan, and Summary of Funding Sources and Uses.

It was recommended that Advisory Board members receive an optional stipend of \$50 per meeting. A W-9 will be required to receive payment. Payments will be processed by the City of Olympia and funds are supplied by the Home Fund Admin.

Once all training has been complete a Chair and Vice Chair for each board will be elected. Yearly elections will occur each November. Members will also begin work on the 2023 RFP review process.

There was discussion around individuals receiving a stipend while being on the clock of a non-profit. It was explained that how this is handled will be up to the non-profit. Tumwater also had questions about everyone receiving an optional stipend regardless of financial need. For equity reasons they want to ensure it's available to anyone who may need it.

Agenda Item 6: Possible Rapid Capital Acquisition Project

Jacinda reminded the group that the Rapid Capital Housing Acquisition funding is a state funded program. The application for this program is currently available and will be due January 12th. There is \$7.9 million set aside for Thurston County. The project chosen must benefit extremely low-income sheltered or unsheltered individuals or families. The project must also have a local commitment greater than 5% of the total project cost.

This will be the last round of Rapid Capital Housing Acquisition funding and any unclaimed funds will be dispersed to other statewide projects.

Eligible projects include enhanced emergency shelter, permanent supportive housing, transitional housing, permanent housing, and youth housing. Jacinda and Darian have been working with a potential developer on a rehabilitation project for Tumwater. Tumwater is in support of helping to fund this project with their ARPA.

Agenda Item 7: RHC ILA Amendment

Since the City of Olympia and Thurston County signed an ILA to combine their HOME Funds, the RHC is required to amend their ILA within 90 days to incorporate the Advisory Boards and the new HOME Fund.

The proposed amendment, with track changes, is attached to the agenda packet but Tom reviewed the track changes with the group.

Jim recommended adding revision dates to the amendment as well as adding language to allow a jurisdiction, other than the RHC fiscal agency, to carry out specified activities for the RHC. This would allow City of Olympia to manage the Advisory Board stipends.

The group also had a brief discussion about streamlining 1406 funds, so they don't have to go back to respective councils for approval. RHC members indicated they would have further discussions with their respective Councils about this possibility.

Each council will have to take a vote on the amendment no later than March because of the 90-day requirement.

Agenda Item 8: ROW Update

Keylee updated the group. Due to space constraints, not very many people are being moved off right of ways. Olympia and Department of Transportation have set up weekly cleanings for the Sleater-Kinney encampment. They are also working on organizing large trash pick-ups at wheeler. RFPs to operate the tiny home village and for a developer on the Franz Anderson Affordable Housing project will be going out in February. Rick updated on the public forums for the acquisition of the Days Inn. There was a decent amount of public participation. Generally helping people understand what to expect from the process seemed to be a success.

Agenda Item 9: Good of the Order

City of Olympia has their Council Retreat on January 5th and 6th and that they may not have two members attend these meetings like they currently do.

City of Tumwater had no update

City of Lacey had no update

City of Yelm had no update

Thurston County the Board of County Commissioners approved the ILA between the County and City of Olympia to combine their HOME Funds. The Point in Time count is happening January 26th Carolina also thanked the group for their work this year.

Meeting Adjourned: 5:33pm

Next Meeting: January 11th, 4:00 pm



SOUTHPORT
FINANCIAL SERVICES



Lansdale Pointe

A P A R T M E N T S

911 BURR RD SE, OLYMPIA, WA 98501



SOUTHPORT
FINANCIAL SERVICES

The Project

On Site

Lansdale Pointe Apartments is a proposed development bringing 162 affordable homes to low-income individuals in Thurston County. The site will feature 3-story apartments, a community center, business center with free Wi-Fi, a playground, and sports court. Residents with their own vehicle will have access to ample parking, adjacent I-5 freeway access, and electric vehicle charging. The site will also help to offset its energy costs through more stringent energy efficient building standards and solar installations.

The development has been designed with families in mind, and as such will feature larger unit sizes than the market typically offers. There will be a mix of two-, three-, and four-bedroom units offered at Lansdale Pointe to ensure everyone in the family has a home and enough space to enjoy the comfort of spacious living.

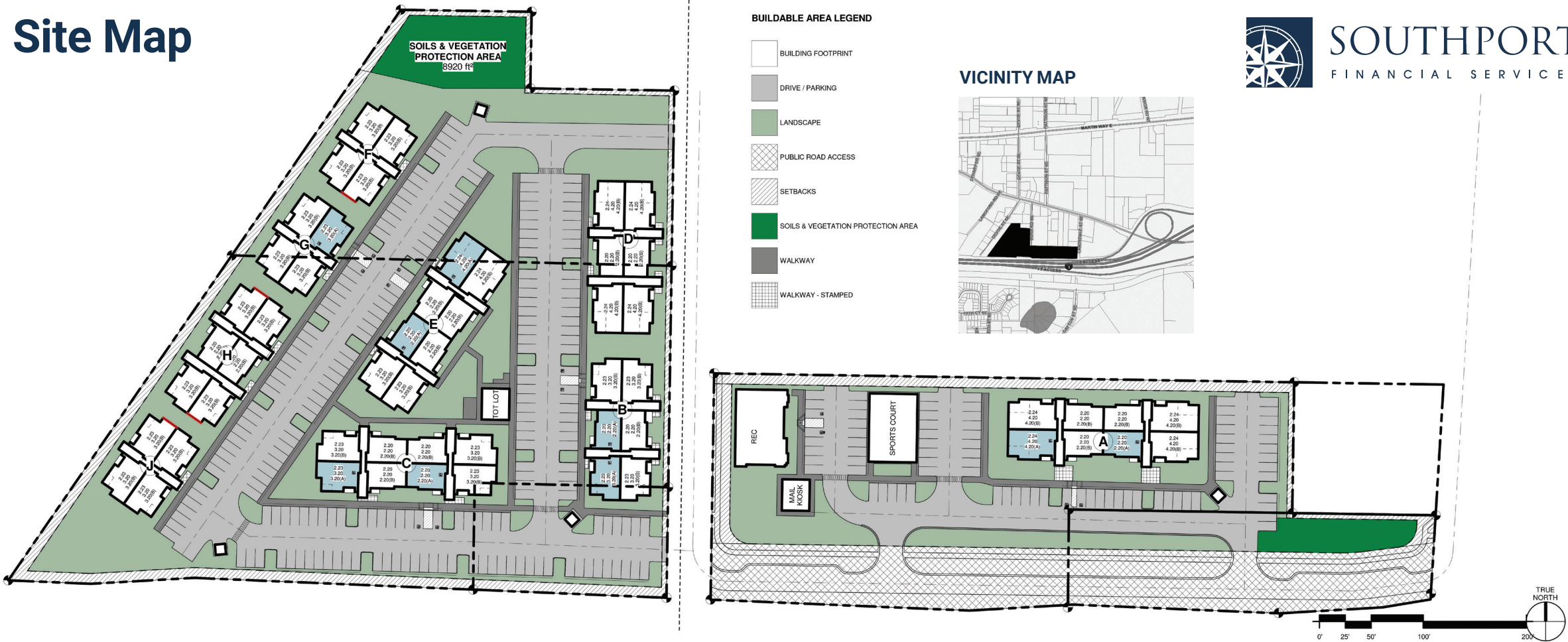
Off Site

The project features major improvements to the nearby city infrastructure. This includes lighting, planters, sidewalks, and road repairs to the nearby roads (Lansdale St and Burr Rd). This also includes a new road connection between the two helping to connect the community even further.

Affordability

The community will reserve every unit for families that make at or below 60% of the area median income. The rents for the property are also restricted on every unit at rates that ensure no families in the community become “Rent Burdened”, or families that spend more than ~30% of their income on shelter.

Site Map



Location

The property features walkable/bikeable access to groceries, restaurants, public transportation, and shopping. These local businesses and services also provide employment opportunities without the need for vehicle ownership. Those that do decide to keep their vehicle will benefit from direct I-5 access adjacent to the property. Here are some of the many services the neighborhood features:

GROCERIES

- Olympia Food Co-op: 0.3 miles
- Albertsons: 0.7 miles

RESTAURANTS

- Silvers Saloon: 0.2 miles
- Martin Way Diner: 0.5 miles
- Shari's Café: 0.7 miles

PUBLIC TRANSPORTATION

- Bus Route 66: 0.1 miles picks up every 30 minutes
- Bus Route 60/62A/62B: 0.4 miles picks up every 30 minutes per route

SHOPPING

- Olympia Square Shopping Center: 0.8 miles
- South Sound Shopping Center: 1.1 miles

Need

Market Need

The nearest low-income housing development maintains 100% occupancy with unknown length waiting lists. The current market need measures in at roughly 2,600 households. This development, if funded, would account for ~6.2% of the units currently needed in the area. The market vacancy in the area sits at 1.2%, well below the national average of 5.6%, meaning that families are hard pressed to even find housing options elsewhere, let alone being able to afford them.

Savings - \$838/month average rent savings

The property is designed to serve and provide safe and comfortable living for 162 low-income families in the area. We believe that these families are the backbone of our workforce and deserve quality living in location efficient neighborhoods. **Our market studies have shown that families who will live at Lansdale Pointe will save on average \$838/month on rent relative to the market prices for these units.** These savings can be put towards necessities, comforts, retirements, or even investments.

Cost Breakdown and Ask: \$2,650,000

Lansdale Pointe will provide affordable housing units to large families in Thurston County, keeping families from potential evictions and homelessness. In order to secure State 4% Low Income Housing Tax Credits, **we are asking for \$2.65 million in local commitments from local cities and/or the county.**

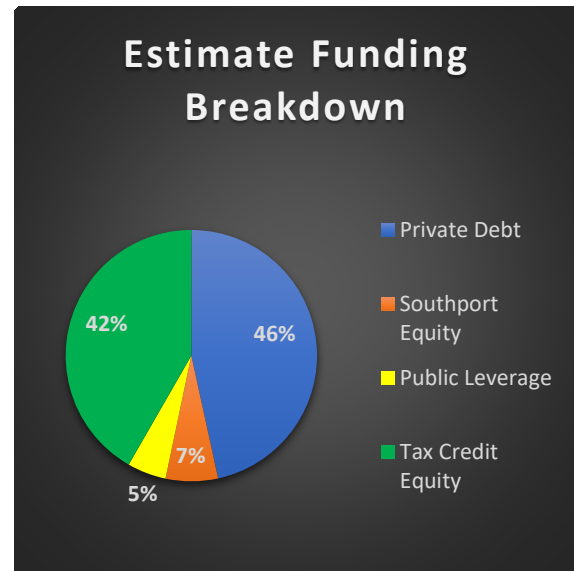


Funding Sources:

Lansdale Pointe proposes to fund its development using 4% Low Income Housing Tax Credits through the Washington State Housing Finance Commission. These allocations are competed for through various scoring criteria including non-profit partnerships, public leverage, energy saving designs, solar installations, electric vehicle parking, and service provisions.

5% Public Leverage Requirement:

To be the most competitive for these state funds, we are proposing the project to the County in hopes of meeting the public leverage funding requirement. The state implemented this policy because they wanted to see local jurisdictions also participating financially as a show of support for these developments. The scoring criteria for public leverage requires 5% of the total development cost of the project to be allocated as either a grant or a loan repayable after 17+ years. In the case of Lansdale Pointe, we are projecting our total development cost to be **around \$53 million**, to meet the 5% requirement, the project would need to be funded or loaned \$2.65 million from a local city or county.



Rents:

The project will feature all units at or below 60% AMI with rents reflective of this income level varying by unit size. This is calculated annually by HUD and released around April of each year. Our market studies have shown that families who will live at Lansdale Pointe will save on average **\$838 per month** on rent relative to the market price for similar units. The current 60% rents for Thurston County are below as an example:

Unit Size	2022 60% Rent	Estimated Utility Allowance	Total Rent
1 Bedroom	\$1,136	-\$91	\$1,045
2 Bedrooms	\$1,363	-\$124	\$1,239
3 Bedrooms	\$1,574	-\$153	\$1,421
4 Bedrooms	\$1,756	-\$188	\$1,568

Priority Populations:

The project will reserve 20% of its units for a priority population. This project has been designed with families in mind, the priority population selected will be large households. These larger affordable housing options represent an underserved need in Thurston County. These units will help keep families together and comfortable within their homes. These units may also serve as multigenerational housing options in some cases. The remaining units will be general low income (60% or less AMI families) though likely still serving additional large household families. These units will keep families housed and protect against eviction and potential homelessness.



Southport
Financial
Services

Lansdale Pointe

Presentation to the Thurston
County Regional Housing
Council

January 11th, 2023



About Southport Financial Services

Founded in 1995 on the principle that “Everyone needs a home,” Southport Financial Services believes in the creation of safe and affordable multi-family and elderly housing communities.

Based in Tacoma, Southport’s principals have developed over 40 Low-Income Housing Tax Credit (LIHTC) properties in Washington State. In addition to developing these communities, Southport has also acquired and maintains an additional 14 affordable communities without removing the existing affordability restrictions, keeping them within the State’s desperately needed low-income housing supply.

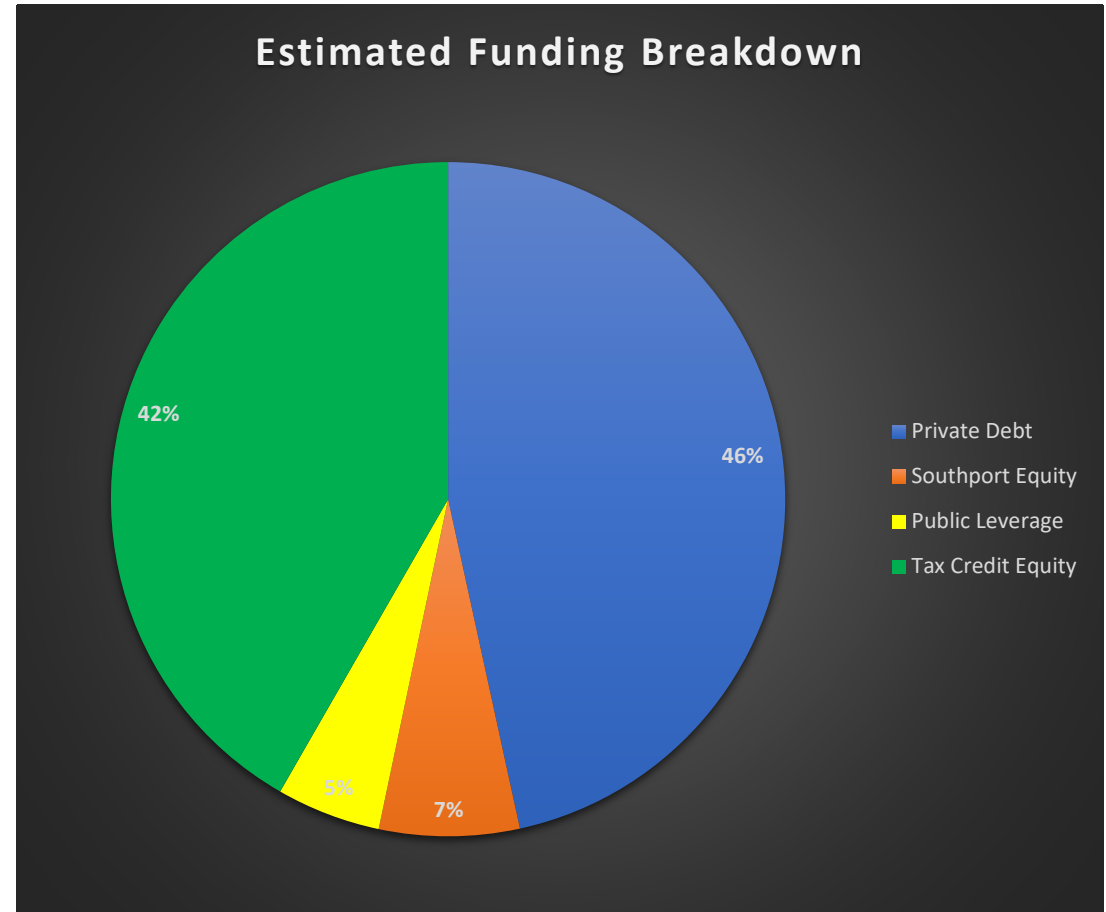


Lansdale Pointe

- 162 affordable homes low-income individuals in Thurston County (Each unit reserve for households at or below 60% Area Median Income)
- The site will feature 3-story apartments, a community center, business center with free Wi-Fi, a playground, and sports court
- Easily accessible to Groceries, Restaurants, Public Transit, freeway access and Shopping
- Energy efficient building standards, EV Parking, and solar installations
- Mix of two-, three-, and four-bedroom units offered
- Would account for ~6.2% of estimated market need of rent-burdened families
- Affordability requirements are preserved for 40 years, even if sold or transferred.
- **We estimate families living at Lansdale Pointe will save ~838\$/Month on average**

Project Financing & Local Leverage

- Lansdale Pointe proposes to fund its development using 4% Low Income Housing Tax Credits through the Washington State Housing Finance Commission.
- The scoring criteria for public leverage requires 5% of the total development cost of the project to be allocated as either a grant or a loan repayable after 17+ years.
- In the case of Lansdale Pointe, we are projecting our total development cost to be **around \$53 million**
- To meet the 5% requirement, the project would need to be **funded or loaned \$2.65 million from a local city or county (or a combination of sources).**
- The state would be matching the projected local financial commitment **approximately eight to one.**





Next Steps

- Possible Funding Avenues to Explore
 - Request a reallocation of ARPA funds to RHC
 - Direct Allocation from the County
 - Bonded Commitment of County Funds, potential sources:
 - 1406 Funds
 - Home Fund
 - 2060 Funds
- Southport's WSHFC Application is **due March 29th**
 - Southport would require a written commitment of funding prior to submittal (Ideally the last week of March)
 - While initial commitment letter is acceptable by last week of March, WSHFC would require funding to be formally transferrable sometime around December 2023



Housing Authority of Thurston County
Mailing: PO Box 1638, Olympia, WA 98507
Physical: 1206 12th Avenue SE, Olympia, WA 98501
Tel: (360) 753-8292 Fax: (360) 251-0500
www.hatc.org

December 2, 2022

To: Caroline Cox, Lacey Councilmember & Regional Housing Council Chair
Carolina Mejia, Thurston County Commissioner & Regional Housing Council Vice Chair
Brian Hess, Yelm Councilmember & Regional Housing Council Member
Jim Cooper, Olympia Councilmember & Regional Housing Council Member
Michael Althaus, Tumwater Councilmember & Regional Housing Council Member

From: Craig Chance, Executive Director

Re: Lansdale Pointe Apartments: Request for RHC Financial Support

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We are aware of a proposed affordable apartment community (Lansdale Pointe) to be located at 911 Burr Rd SE, Olympia 98501 that will provide 162 units for households with low incomes. The developer, Southport Financial Services directly or through affiliates currently operates two apartment communities in Thurston County. Those two properties are home to approximately 83 HATC Tenant-Based, Housing Choice Voucher participant households.

The developer's level of engagement is impressive and deeply appreciated. Locally, as well as nationally, successful tenant choice rental assistance programs rely heavily on the engagement of private housing providers.

Southport requires an allocation of 4% Low Income Housing Tax Credits (LIHTC) to execute its plan to have 100% of the 162 units affordable to households at no more than 60% AMI. This is a commendable objective. It is not uncommon for developments using this tool to reserve far fewer units to be affordable to the low or even moderate income households.

As detailed in the developer's presentation, these will be high quality, energy efficient units, with good access to public transportation, shopping, and employment opportunities. Property amenities will help facilitate a pleasant, healthy living environment for the residents.

In early Thurston Thrives meetings there was a concerted effort to explore ways to encourage private developers to provide more housing affordable to households with low-moderate incomes. The effort was in recognition of the reality that the private sector has the largest financial and technical capacity for housing creation. Additionally, as documented by a Washington Legislative study, when projects use the 4% LIHTC tool, costs are lowest when the developer is a private entity. These factors give additional context to the value of supporting the Lansdale Pointe development.

In competing for a LIHTC allocation, a local investment of at least 5% of project costs will be instrumental in winning the allocation.

Given the clear need for more affordable housing units, along with Southport's demonstrated expertise and proven commitment to our community, striving to fulfill Southport's need would be an appropriate, good investment of funds awarded by the RHC.

Thank you for your consideration



www.olympiafood.coop

BUSINESS OFFICE

360.357.1106
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WESTSIDE STORE

921 Rogers St. NW
Olympia, WA 98502
360.754.7666

EASTSIDE STORE

3111 Pacific Ave SE
Olympia, WA 98501
360.956.3870

Dec.19, 2022

Thurston County Regional Housing Council
Thurston County Courthouse
Building One, Room 269
2000 Lakeridge Drive SW
Olympia, WA 98502-1045

To the members of the Thurston County Regional Housing Council:

The Board of Directors of the Olympia Food Co-op would like to offer our support for the proposed affordable housing project called Landsdale Pointe. Landsdale Pointe is slated to provide 162 units of desperately needed affordable housing in our community.

We understand that Southport Financial Services is requesting financial assistance from Thurston County Regional Housing Council in the amount of 5% of the cost of the project. We further understand that this local funding is an important step in accessing additional funding from the 4% Low Income Housing Tax Credits through Washington State Housing Finance Commission. We believe that public support of building affordable housing is an important component of working to mitigate the housing shortage.

Olympia Food Co-op is a 45 year old, community-owned natural grocery serving two locations. We are values driven. One of our most-closely held values is to make good food accessible to more people. We interpret that to include keeping our food prices as affordable as possible, as well as maintaining a strong commitment to local farms and food producers. The proximity of Landsdale Pointe to our Eastside location will provide us an even greater opportunity to actualize our stated purpose.

No one who lives, works, or visits Thurston County can deny the immense need for affordable housing in our community. The Regional Housing Council, in collaboration with Southport Financial Services, is in the position to be an important part of the long-term solution. The planned Landsdale Pointe project aligns with our stated values. We support funding this project. We look forward to seeing it come to fruition.

Respectfully,

Olympia Food Co-op Board of Directors:

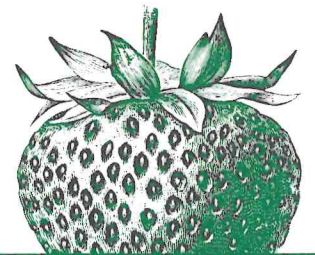
Linda Myers

Trudy Springer

Tanzania Ertel

Joanne McCaughan

Harry Levine



FRESH, ORGANIC & LOCAL SINCE 1977



Parents Organizing for Welfare and Economic Rights

309 5th Avenue SE, Olympia, Washington 98501

360-352-9716 toll-free 866-343-9716

info@mamapower.org www.mamapower.org

<https://www.facebook.com/mamapower.org>

December 29, 2022

To: Caroline Cox, Lacey Councilmember & Regional Housing Council Chair
Carolina Mejia, Thurston County Commissioner & Regional Housing Council Vice Chair
Brian Hess, Yelm Councilmember & Regional Housing Council Member
Jim Cooper, Olympia Councilmember & Regional Housing Council Member
Michael Althaus, Tumwater Councilmember & Regional Housing Council Member

From: POWER Board and Staff:
Monica Peabody, Mischa Gilraen, Cat Sullivan, Laura Downing, Shelly Robbins,
and Mary Vent

Re: Lansdale Pointe Apartments: Request for RHC Financial Support

Dear Regional and Housing Council Members,

Since 2011 POWER has been the largest low-income-member-led organization in Washington state in the fight for economic justice. Over the past few years housing has reached crisis proportions in Thurston County, rents have increased far faster than incomes and we are seeing an increase in families unhoused or facing homelessness contacting us for advocacy and resources. Unfortunately, we often find when we refer people to housing resources that they already know about them and are already on waiting lists that are years long when people need housing now.

We recently became aware of a proposed affordable apartment community (Lansdale Pointe) to be located at 911 Burr Rd SE, Olympia that will provide 162 units for households with low incomes. This housing will fill a need for lower income working class people and also very poor people that have housing vouchers. Since the proposed units will be below market rate and within HATC Tenant-Based, Housing Choice voucher guidelines, this will help get some of the most impoverished, disabled and poor families with children into stable housing. The way the market is now, even with an HATC Tenant-Based, Housing Choice voucher families are not able to find housing since there isn't much available at below market rate and many people even lose their vouchers when they are not able to find an available unit in time.

Thurston County needs more housing available for low wage earners and very poor people. Lack of affordable housing is leaving people on the verge of or actually homeless. This proposed project with its affordability and accessible location will help fill a great need in our county. We recommend that RHC council members support this project that will only begin to fill the need for affordable housing for lower income and very poor people in Thurston County.

Thank you for your consideration



December 19, 2022

Thurston Regional Housing Council Members
2000 Lakeridge Drive SW
Olympia, WA 98502

RHC Members Althausen, Cooper, Cox, Hess, and Mejia:

Thank you for the opportunity to address the Lansdale Pointe Apartment project and their request for Regional Housing Council (RHC) financial support.

The Thurston Chamber strongly encourages the RHC to support and expedite the approval of local financial commitments to the Lansdale Pointe Apartment project.

The Thurston Chamber believes that it is imperative that the RHC act promptly to ensure this project's success. The proposed Lansdale Pointe project envisions an affordable apartment community at 911 Burr Rd SE in Olympia. We understand that the developer intends to construct 162 new units for households with low incomes. These new units are very much in demand and will have a direct and positive impact on the community.

The Thurston Chamber encourages the RHC to commit local funds to the project so that the project can effectively compete for Low Income Housing Tax Credits (LIHTC) and meet the public leverage requirements. The Chamber believes this project is a model for meeting our housing demands that takes advantage of existing resources and tools and balances public and private sector capabilities - if it can be accomplished in a timely manner. Rising building and material costs, interest rates, and labor costs can effectively be offset by the timely action of the RHC. We anticipate that delays in making a commitment of local resources will ultimately increase total project costs and postpone the construction of housing stock that is needed today.

Again, thank you for the opportunity to provide comments on this important and timely project. Please free to contact us by calling (360) 357-3362 or emailing DSchaffert@thurstonchamber.com if you have questions regarding our comments.

Sincerely,

Doug Mah
Director, Public Policy Division

Cc: David Schaffert, President and CEO

Homeless Housing Hub's Funding Priorities for 2023-2025 RFP

The Homeless Housing Hub (HHH), Thurston County's local continuum of care, met on December 19, 2022 to discuss funding priorities for the upcoming RFP. The RFP will be release in February 2023 and will determine funding for essential homeless response and affordable housing programming for 2023-2025. Below are the funding priorities identified by the HHH.

1. Support programs already in operation in the Homeless Crisis Response System

- a. Shelter
- b. Coordinated Entry*
- c. Outreach
- d. Basic needs – survival supplies, etc
- e. Transitional Housing
- f. Rapid Rehousing
- g. Diversion
- h. Cold and Hazardous Weather*
- i. Housing and Essential Needs (HEN)

With one-time COVID related funding coming to an end, and forecasted document recording fee revenues, it is vital to ensure the programs already in operation in the homeless crisis response system are sustained.

2. Diversity, Equity and Inclusion/Lived Experience emphasis in applications – incentivize providers to add line-items in their budgets to ensure creation of or to support ongoing Diversity, Equity, and Inclusion efforts as well as engaging with and compensating people with lived experience for enhancing the individual agencies as well as the homeless crisis response system as a whole.
3. Bridge activities – prioritize activities and programming that encourages system-wide collaboration. While Thurston County is engaged in the Anchor Community and Built For Zero initiatives, solidifying practices that create collaborative and inclusive care coordination system-wide.

Estimated Affordable Housing and Homeless Services Revenues for February 2023 RFP

Revenue Source	Purpose/Use of Funds	2022 Awards	2023 RFP – Estimated Amount Available	Notes
Affordable Housing				
HOME	Federal – affordable housing (pipeline)	\$750,000	\$750,000	Not expecting major change in federal budget allocation
2060	Local – affordable housing (pipeline)	\$450,000	\$250,000	Experiencing a steep reduction in document recording fees
Sub-total		\$1,200,000	\$1,000,000	
Homeless Services				
CHG	State – Homeless services	\$1,087,000	\$800,000	Based on baseline 2021-22 award and State maintaining funding levels
HEN	State – Housing and Essential Needs	\$3,787,390	\$3,800,000	Anticipate a proposal in Leg to increase funding
2163	Local – Homeless services	\$2,840,000	\$1,500,000	Experiencing a steep reduction in document recording fees
Home Fund	Local Sales Tax	\$0	\$1,350,000	Proposed 30% of County Home Fund to be used for services. (Based on \$4.5 million projected collection)
1277	State Doc recording fee	\$1,584,399 – Hotel/RRH \$2,350,000 - EPRA	\$4,000,000	Based on 2021-22 award and State maintaining funding levels
Sub-Total		\$11,648,789	\$11,450,000	
Basic Needs				
HSF	Local Sales Tax	\$291,041	\$300,000	Not expecting a significant change in funding availability
Sub-Total			\$300,000	
Total		\$13,139,830	\$12,950,000	

Estimated Affordable Housing Revenues for June 2023 RFP

Revenue Source	Purpose/Use of Funds	2022 Awards	2023 RFP – Estimated Amount Available	Notes
1406	Sales Tax Retention	\$1,741,380	\$900,000	Projected 2023 revenue from County, Lacey, Olympia and Tumwater
Olympia Home Fund	Local Sales Tax		\$1,320,000	60% of Olympia's projected 2023 collection of \$2.2 million
County Home Fund	Local Sales Tax		\$3,800,000	60% of County's projected 2023 collection of \$4.5 million (30% for services, 10% for admin). Plus 3 months of collections in 2022.
HOME ARP	Federal award		\$2,800,000	Total award of \$3 million. To be allocated based on to be submitted HOME ARP Allocation Plan
Total			\$8,720,000	

2163 Set Asides for 2023 - Proposed

	2022 Actual	2023 Proposal	Length of Award	Notes
Coordinated Entry	\$350,000	\$250,000	2 years	\$100,000 additional funding from HEN was provided in 2022. \$250,000 was the original set aside.
Housing Basic Needs	\$200,000	\$200,000	2 years	
Cold and Hazardous Weather	\$400,000	\$250,000	2 year	Don't expect a single adult cold weather shelter provider to apply in 2023
Point in Time Count	\$25,000	\$25,000	1 year	
Emergency Funds	\$200,000	\$200,000	1 year	
Homeless Coordinator	\$120,000	\$0		Propose to pay from Home Fund Admin
Lived Experience Steering Committee stipends and support		\$50,000	2 years	Cost of stipend and for agency to manage
Advisory Board stipends		Up to \$25,000	2 years	To be paid from Olympia Home Fund Revenue. Reduce transfer of Home Fund to County by up to \$25k to cover stipends for Advisory Board members.
DEI Training for Agencies		Up to \$60,000	2 years	Allocate \$5,000 per agency for up to 12 agencies to fund DEI-related activities.
Totals	\$1,295,000	\$1,060,000		

Thurston County's 2023 Regional Housing Council (RHC) Consolidated RFP Scoring Criteria - DRAFT

Criteria #		Housing/ Homeless Services	Capital
	Section 1: Review Team Criteria. Review team members will score applications based on the following criteria. Applicant score is based on the average reviewer score.		
1	Importance to the Community. Direct impact on addressing RFP priorities. For HSF, this is basic needs priorities. For Housing/ Homeless Services, this is connection to the RFP priority.	25	25
2	Project Design. Clearly defined scope, goals and outcomes/performance measures	15	15
3	Cost Effectiveness. The total project cost is appropriate for the expected impact.	15	15
4	Partnerships and Collaborations. Project formally collaborates with partner organizations to maximize impacts.	10	10
5	Supports Vulnerable and Historically Disadvantaged Populations. Project is accessible to persons with disabilities. Agency is actively engaging in processes aimed to reduce racial disparity in services, and staff. Agencies are providing training to ensure culturally competent services are provided to vulnerable and historically disadvantaged populations.	20	20
6	Financial Capacity. Organization has the financial capacity and systems in place to successfully manage the grant.	5	5
7	Responsive Application. All relevant questions answered and information is relevant and responsive to the question asked.	5	5
8	Staff Capacity. Evidence of qualified staff and capacity to manage project		10
9	Timeliness. Ready to begin project on time and reasonable expectation to complete project on time.		10
	Section 2. Administrative Score. The following criteria are impartial/objective criteria, scored by Thurston County staff. These scores are added to the average reviewer score.		
10	Project Is Low-Barrier/Housing First. <ul style="list-style-type: none"> Not low barrier/housing first – 0 points Low barrier/housing first or NA – 5 points	5	
11	Existing Service. <ul style="list-style-type: none"> Program operational on or before February 28, 2021 – 5 points Program started operations on or after March 1, 2021 – 0 points 	5	
12	Past Compliance. <ul style="list-style-type: none"> No audit or program monitoring finding (no program monitoring conducted - ok) – 5 points Audit finding, no audit conducted or program monitoring finding – 0 points 	5	5
	Total Maximum Score (Total of average reviewer score plus administrative score)	110	120

Amendment ~~One~~Two
INTERLOCAL AGREEMENT FOR
DISSOLVING THE HEALTH AND HUMAN SERVICES COUNCIL, THE COMMUNITY
INVESTMENT PARTNERSHIP, AND CREATING THE REGIONAL HOUSING COUNCIL

WHEREAS, This Interlocal Agreement ("Agreement") ~~is~~was entered into pursuant to the authority of Chapter 39.34 RCW in duplicate originals between the City of Olympia, Washington, a Washington municipal corporation; the City of Lacey, Washington, a Washington municipal corporation; the City of Tumwater, Washington, a Washington municipal corporation; the City of Yelm, Washington, a Washington municipal corporation; and Thurston County, Washington, a Washington municipal corporation; collectively referred to as "Jurisdictions" and individually as "Jurisdiction~~;~~" and

~~In consideration of the terms, conditions, covenants, and performances contained herein, it is mutually agreed by the Jurisdictions as follows:~~

WHEREAS, Amendment One to this agreement adopted on April 30, 2021, ~~add~~eds clarification and requirements to how the signatories of this agreement will manage and make decisions concerning RCW 82.14.540 ("SHB 1406") funds; and

WHEREAS, in the 2021 Regular Session, the Washington State Legislature approved, and the Governor signed, House Bill 1070 (Chapter 222, Laws of 2020), modifying allowed uses of local tax revenue for affordable housing and related services to include the acquisition and construction of affordable housing and facilities; amending RCW 82.14.530 and 67.28.180; and declaring an emergency; and

WHEREAS, the City of Olympia Council passed Ordinance No. 7127 on March 6, 2018, as authorized under RCW 82.14.530 to be used for the Olympia Home Fund to construct affordable and supportive housing and housing-related services, including mental and behavioral health-related facilities, and providing for other matters relating thereto and properly permitted by state law; and

WHEREAS, the Thurston County Board of Commissioners passed Ordinance No. 16128, on January 26, 2022, as authorized under RCW 82.14.530 to be used for the Thurston County Home Fund to construct affordable and supportive housing and housing-related services, and providing for other matters relating thereto and properly permitted by state law; and

WHEREAS, the Thurston County Board of Commissioners in Ordinance No. 16128, directed the county manager to a) develop an Interlocal Agreement with the City of Olympia outlining roles, responsibilities, administration, and other requirements related to combining the Sales and Use Tax funds For Housing and Related Services; and (b) work with participating jurisdictions to amend the Regional Housing Council Interlocal Agreement to create an administrative/executive arm to effectively guide the Regional Housing Council on the use of the Sales and Use Tax For Housing and Related Services; and

WHEREAS, the City of Olympia Council approved a Resolution of Intent on January 12, 2022, to bring their HOME fund dollars to the Regional Housing Council in coordination with the County's HOME fund to achieve a regional decision making process on these combined funds; and

WHEREAS, the City of Tenino approved an additional of one-tenth of one percent on the Sales

and Use Tax per RCW 82.14.530, via a Councilmanic action under Ordinance No. 919 on January 11, 2022; and

WHEREAS, the Regional Housing Council was created in January 2021 with the primary purpose to leverage resources and partnerships through policies and projects that promote equitable access to safe and affordable housing; and

WHEREAS, the Regional Housing Council has developed a strategic framework to create an initial stock of 150-200 Permanent Supportive Housing units which requires additional funding to fully implement; and

WHEREAS, a second amendment is needed to create an administrative/executive arm to effectively guide the Regional Housing Council on its recommendations for the use of the Sales and Use tax for Housing and Related services adopted by Thurston County and the City of Olympia; and

WHEREAS, the Jurisdictions agree that it is mutually beneficial to share decision making responsibilities related to homelessness and affordable housing in Thurston County; and

WHEREAS, the Jurisdictions agree that it is mutually beneficial to collaborate to expand affordable housing options and share the planning for, identification of, and resource allocation to activities and programs intended to support individuals experiencing homelessness in Thurston County; and

WHEREAS, the Jurisdictions agree that by collaborating, these activities and programs will be delivered more efficiently and effectively and the costs and impacts of managing them will be shared equitably by the Jurisdictions.

THEREFORE, the Interlocal Agreement creating the Regional Housing Council including Amendment One- is hereby amended as follows:

1. Regional Housing Council to Replace Health and Human Services Council.

The signatories of this agreement hereby agree to dissolve the [Health and Human Services Council \("HHSC"\)](#) and create the [Regional Housing Council \("RHC"\)](#). All records related to the HHSC shall be preserved by Thurston County. Dissolving the HHSC does not change any prior commitments made by that Council. Any assets remaining with the HHSC are hereby transferred to the RHC.

2. Purpose of the RHC.

- A. The primary purpose of the RHC is to leverage resources and partnerships through policies and projects that promote equitable access to safe and affordable housing. The RHC will consider issues specifically related to funding a regional response to homelessness and affordable housing and how to better coordinate existing funding programs, which may include, RCW 36.22.179 (ESSHB 2163) and RCW 36.22.178 (SHB 2060) funds, [RCW 36.22.176 \(ESSHB 1277\)](#) HOME Investment Partnership Program ("HOME"), Consolidated Homeless Grant ("CHG"), Housing and Essential Needs ("HEN"), RCW 82.14.540 (SHB 1406), Community Development Block Grant

("CDBG"), Olympia Home Fund and Thurston County Home Fund, and other related funding sources ~~such as a regional home fund~~ to help implement the five-year Homeless Crisis Response Plan (HCRP) and increase affordable housing options.

- B. To achieve this purpose, the RHC may assist in monitoring the implementation of the County's five-year HCRP by setting priorities and making funding decisions on projects and programs that implement the HCRP. Additionally, the RHC may provide a forum for consideration of policy options related to homelessness and to encourage development of regional approaches to planning for, responding to, and funding homeless services and facilities and expanding affordable housing options.

3. Term.

The term of this Agreement shall be effective upon the approval of the last Jurisdiction's governing body, and shall be effective for five years, unless amended pursuant to Section 12 of this Agreement. Prior to commencement, this Agreement shall be filed or posted in accordance with RCW 39.34.040. This Agreement may be extended upon the mutual written approval of the Jurisdictions on an annual basis thereafter.

4. Governance.

- A. The RHC shall consist of one voting member and one alternate member from each of the Jurisdictions which comprise more than 5% of the county population.
- B. Individual Jurisdictions which comprise less than 5% of the county population may participate on the RHC in a non-voting capacity.
- C. One voting member and one alternate member shall be selected by and from the group of Jurisdictions whose population is 5% or less of the county population.
- D. Each Jurisdiction shall send a decision-making member of its staff to support and participate on the RHC in a non-voting capacity.
- E. The chairs of ~~the Technical and Communications Working Teams~~Advisory Boards, as established in Section 9 of this Agreement, and the program manager of the Lead Agency, as established in Section 8 of this Agreement, shall serve in an ex officio capacity and will also participate in the RHC in a non-voting capacity.

—i

a. The Vice Chairs of the Advisory Boards created in Section 9.C of this Agreement shall serve as the alternate ex officio members.

—j

b. The Chair and Vice Chair of the Advisory Boards may not be staff employed by an RHC member jurisdiction.

- F. All meetings of the RHC shall be open and public as provided for in Title 42.30 RCW.

- G. A quorum, defined as a minimum of three (3) voting members, is required to hold a meeting.
- H. It is the intent of the RHC to operate based on consensus. If a consensus cannot be achieved, action by the RHC shall be by vote of those members present. A minimum of three (3) affirmative votes are required to approve an action. Absent voting members cannot delegate their voting authority; however, alternate members shall have full voting rights when the regular member is not present. Non-voting members, decision-making staff (as specified in Paragraph D of this Section), Working Team Chairs, and ex officio members shall not have a vote; however, they are encouraged to participate in committee discussions and deliberations.
- I. If necessary, actions taken by the RHC shall be taken for final consideration and approval to the respective legislative Councils and Commissions.
- J. Officers shall be elected annually by vote of the members. The RHC shall annually elect a chair and vice-chair. Either the chair or vice-chair shall be from the Lead Agency, as described in Section 8 of this Agreement. The duties of the chairs shall be to preside over the RHC meetings and provide a direct link to the RHC with administrative staff of the Lead Agency. The vice-chair will preside over the RHC meeting if the chair is not present and will support the chair in their duties.
- K. Membership of the RHC may only be increased or changed following an affirmative vote of the members of the RHC and by amending this Agreement as provided in Section 12 below.
- L. The RHC may adopt a set of bylaws setting forth the manner in which it will perform its functions.

5. Scope of Work.

- A. The responsibilities of the RHC SHALL include, but are not limited to:
 - i. Making recommendations to regional elected and appointed leaders on funding decisions related to implementing the five year HCRP and expanding shelter and affordable housing, including but not limited to ESSHB 2163, and SHB 2060, ESSHB 1277 funds, HOME, CHG, HEN, SHB 1406, County Home Fund and Olympia Home Fund dollars and other funding sources as may be created or identified in the future.
 - ii. Recommending an annual RHC budget, which shall detail the authorized expenditures for the coming fiscal year, for approval by the governing body of each Jurisdiction. The fiscal year for the RHC shall be July 1 to June 30.
 - iii. Establishing an annual RHC work plan, specifying the activities planned for the coming fiscal year, to accompany the recommended annual budget.
 - iv. Submitting an annual report to the governing body of each Jurisdiction, apprising that Jurisdiction of the tasks undertaken and accomplishments of the

RHC in the previous fiscal year.

B. The responsibilities of the RHC MAY include, but are not limited to:

- i. Monitoring the five-year HCRP and support actions necessary to implement the plan.
- ii. Identifying and supporting projects, programs, and policies that increase shelter and affordable housing throughout the region.
- iii. Identifying and supporting projects, programs, and policies that further the objectives of the HCRP and will reduce the number of unsheltered individuals living in the Jurisdictions.
- iv. Identifying and supporting the construction and operation of supportive housing options and units in the Jurisdictions.

Serving as a regional forum for development and implementation [of policies, programs, and projects related to homelessness and affordable housing](#).

- v. Developing communication protocols to assist local elected officials and the community in understanding the extent and nature of the homeless and housing crisis in the Jurisdictions.
- vi. Considering changes to the organization structure necessary to create organizational capacity to effectively carry out these responsibilities over the long term. This may include a review of role and relationship between the RHC and the HHH, HAT, and other groups playing a role in the housing and homeless policy development and funding decisions.
- vii. Taking other appropriate and necessary action to carry out the purposes of this Agreement, provided that any commitment of resources outside the scope of the annual budget or policies not within the annual work plan shall be subject to the ultimate approval of the governing bodies.

6. **Funding.**

- A. Members agree to pool funding including, but not limited to, ESHB 2163, SHB 2060, [ESSHB 1277](#), HOME, CHG, SHB 1406, Human Services Fund (HSF), [County Home Fund, Olympia Home Fund](#), and other related funding sources as may be identified or created in the future to the extent allowed by federal and state law.
- B. The Jurisdictions comprising 5% or more of the County population shall allocate a minimum annual amount equal to not less than one half of one percent of the last full year of general sales and use taxes pursuant to RCW 82.14.030(1) as of the time the jurisdiction is adopting its budget to HSF for projects, programs, and activities providing direct support to our Jurisdictions' most vulnerable residents. For example, the 2020 funding contribution for a jurisdiction adopting its budget in the fall of 2019 would be based upon the 2018 full year of collections. In addition, any jurisdiction

may choose to contribute additional funding subject to the approval of its Council and the requirements of the applicable fund source. The funds will be incorporated as part of the RHC's purview. Funds remaining at the end of the calendar year shall be available for expenditure in the following year. The Lead Agency shall earmark such funds for future expenditures, and, if necessary, budget the same in the adoptive budget for the ensuing year.

- i. The Lead Agency will utilize 10% of the annual required funding contribution by the participating Jurisdictions, pursuant to Section 6.B, above, for administrative costs, such as contract and fiscal management.
 - ii. Jurisdictions that individually comprise less than 5% of the county population shall be exempt from the HSF allocation.
- C. All funds contributed by members of the RHC and any other funds devoted to the purposes set forth in this Agreement, shall be deposited in the treasury of the Lead Agency, as described in Section ~~8~~, for the period in which the funds are to be expended.
- D. The SHB 2060 surcharge funds will be used as the twenty-five percent (25%) match requirement for HOME entitlement funds.
- E. Unspent funds may be carried over and used in subsequent years to the extent allowed by federal and state law for projects, programs, and activities consistent with this Agreement.
- F. The RHC will make funding recommendations and will serve in an advisory capacity to the BoCC, which have final approval of awards and distribution of grant funding. The BoCC shall give substantial weight and consideration to the recommendations of the RHC. With respect to the HSF, the BoCC will authorize funding for these grants but will not deviate from the funding recommendations provided by the RHC.
- G. In the event the BoCC deviates from the funding recommendations provided by the RHC, the BoCC will provide revised recommendations to the RHC for consideration. After the RHC reviews the BoCC revised recommendations, the RHC will submit a final recommendation to the BoCC. The BoCC will assess the recommendations by the RHC and make a final decision.
- H. With respect to SHB 1406, the Jurisdictions commit to a regional project using this funding. Further, the BoCC will not approve any project until and unless each legislative body has taken action to endorse the RHC recommendation.
- I. Jurisdictional allocations of the CDBG fund shall take into consideration the goals, objectives, programs, and projects developed and approved by the RHC.
- J. The Jurisdictions agree to pool SHB 1406 funds received after January 1, 2021, under the following conditions and processes:
 - i. The RHC will determine whether to bond SHB 1406 tax revenue.

- ii. The RHC will implement a process to identify and select projects and actions using SHB 1406 tax revenue. The RHC will prepare, and update, as needed, both Year One annual funding plans and Year Two and Three funding plans for using SHB 1406 tax revenue.
- iii. Year One annual funding plans will identify specific projects or actions for using SHB 1406 tax revenue.
- iv. Year Two and Three funding plans will outline the RHC's general funding priorities for using SHB 1406 tax revenue during that period.
- v. The Jurisdictions will submit SHB 1406 tax revenue on a quarterly basis to the RHC Lead Agency, which will serve as the contracting agency for pooled SHB 1406 tax revenue.
- vi. The RHC Lead Agency will abide by SHB 1406 requirements regarding an administrative fee for managing SHB 1406 tax revenue. As of January 2021, the SHB 1406 legislation does not provide for administrative costs.
- vii. The RHC Lead Agency will coordinate with the Jurisdictions in preparing the required local and state reporting materials.
- viii. The Jurisdictions may not utilize its own SHB 1406 tax revenue prior to adding the funds to the pooled account.
- ix. If more than one year of SHB 1406 tax revenue is collected without a project or action being identified and the funds have not been bonded, the Jurisdictions may request to have a portion of their contribution returned for use by the Jurisdiction. The RHC must vote to approve returning funds to a Jurisdiction.

K. With respect to the County Home Fund and Olympia Home Fund revenue, the Interlocal Agreement (ILA) between Thurston County and City of Olympia executed on December 19, 2022, shall be incorporated by reference into this Agreement.

7. Contribution.

- A. Each Jurisdiction that is a member under Section 4.A of this Agreement, shall strive to make an in-kind contribution of up to 0.25 FTE staff to support the work of the RHC. Staff support may include, but is not limited to, participation on Working Teams as defined under Section 9 of this Agreement, tasks identified in the annual work plan required under Section 5.A.c, or tasks to support the operation of the RHC. As needed, Jurisdictions shall discuss dedicating additional staff resources beyond a 0.25 FTE to achieve the annual work plan or to implement special projects.
- B. Costs associated with the operations of the RHC, in excess of the revenues available from program funded administrative allocations, shall be distributed among the

Jurisdictions on a pro rata basis using the most recent population figures provided by the State of Washington.

- C. These operational costs may include but are not limited to: staff, office space, furnishing, equipment and supplies, and administrative overhead necessary for the Lead Agency to support the RHC. Where administrative dollars are provided for in the funding source, these funds shall be used to offset operational costs of the RHC to the extent allowed by the funding source. These administrative costs shall be allocated to the Fiscal Agent of the RHC, as described in Section 8 of this Agreement.

8. Lead Agency.

A. Thurston County will act as the Fiscal Agent and Lead Agency on behalf of the Jurisdictions in administering all contracts and processing all invoices and receipts. Thurston County shall name a program manager who shall be responsible for the operations of the RHC. The task of the program manager will include, but are not limited to: meeting coordination and agenda preparation in consultation with the chair and vice-chair, preparation of meeting minutes, support to develop and implement the annual work plan, and coordination of the annual request for proposal and award process. The Lead Agency will submit invoices to each Jurisdiction for their share of the costs as identified in Section 6.B.a. The Jurisdiction will remit payment to the Lead Agency no later than 30 days from the date of the invoice.

B. The Lead Agency may transfer program or administrative funds to a partner jurisdiction to implement specific RHC-approved tasks or programs on an as-needed basis.

C. The Lead Agency and Fiscal Agent roles shall be revisited every five (5) years throughout the duration of this Agreement.

A.D.

~~The Lead Agency and Fiscal Agent roles shall be revisited every five (5) years throughout the duration of this Agreement.~~

9. Working Teams and Advisory Boards.

A. The RHC may use the following staff Working Teams to inform and support the RHC:

- Technical Working Team to provide objective technical feedback regarding project and policy proposals.
- Communications Working Team to develop clear and coordinated communications around project and policy proposals and funding recommendations.

B. Each voting member Jurisdiction that is a member under Section 4.A of this Agreement will assign at least one staff member to participate on each Working Team. The RHC may create additional Working Teams or dissolve Working Teams in accordance with Section 4.I of this Agreement.

C. The RHC shall establish two Advisory Boards comprised of subject matter experts to make recommendations to the RHC on funding priorities, funding awards, and policies for RHC consideration, as appropriate. The RHC shall approve a Charter that guides the membership, operation, and responsibilities of the Boards.

i. Affordable Housing Advisory Board. This Board shall have responsibility for federal HOME Investment Partnership, SHB 2060, SHB 1406, County Home Fund, and Olympia Home Fund and other related capital funding sources as may be identified or created in the future. The RHC shall ensure that this Advisory Board is composed of community members, including private sector stakeholders representing all areas of Thurston County and that at least one-third (1/3) of members of this Advisory Board are comprised of residents of Olympia, or represent organizations based or located in Olympia.

i.ii. Homeless Services Advisory Board. This Board shall have responsibility for ESHB 2163, ESSHB 1277, CHG, HEN, and HSF and other related services funding sources as may be identified or created in the future. The Homeless Services Advisory Board will make recommendations on any funding designated for homeless services by the RHC from the Thurston County Home Fund. -The RHC recognizes the role of the Homeless Housing Hub ("HHH") as the local Continuum of Care. -

10. Relationship of the Jurisdictions.

This Agreement is for the benefit of the Jurisdictions. No separate legal entity is created by this Agreement. No administrator or joint board is created by this Agreement, although a Fiscal Agent and Lead Agency are established by Section 8 herein. No personal or real property is to be jointly acquired or held. Each Jurisdiction is responsible for directing the work of its staff. RHC members may not direct or supervise the work of staff from another Jurisdiction. An RHC chair or vice-chair may coordinate and work with staff from another Jurisdiction to fulfill the responsibilities of the RHC.

11. Indemnification and Hold Harmless.

- A. To the extent permitted by law, each Jurisdiction agrees to indemnify, defend, and hold harmless the other Jurisdiction, their officers, officials, employees, agents, and volunteers from and against any and all claims, demands, damages, losses, actions, liabilities, expenses, and judgments of any nature whatsoever, including without limitation, court and appeal costs and attorneys' fees, to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, caused by or arising out of any negligent act, errors, or omissions, of that Jurisdiction, its employees, agents, or volunteers or arising out of, in connection with, or incident to that Jurisdiction's performance or failure to perform any aspect of this Agreement.
- B. The Jurisdictions waive their immunity under the Washington State Industrial Insurance Act, Title 51 RCW, to the extent required by this indemnification and hold harmless provision. Provided, however, the foregoing waiver shall not in any way

preclude a Jurisdiction from raising such immunity as a defense against any claim brought against a Jurisdiction by any of the Jurisdiction's respective employees. This waiver has been mutually negotiated by the Jurisdictions.

- C. The provisions of this section shall survive the completion or expiration of this Agreement or termination whether termination is by all Jurisdictions, or by one or more Jurisdictions.
- D. The Jurisdictions agree to support each other in pursuing these purposes and responsibilities and operate in good faith and partnership in carrying them out. Risk and accountability shall be shared to the extent possible by the Jurisdictions.

12. Amendments.

This Agreement may be amended as needed by mutual written agreement of all Jurisdictions as executed by each Jurisdiction's authorized governing authority as provided in Chapter 39.34 RCW.

13. Termination.

This Agreement may be terminated as to any single Jurisdiction when the terminating Jurisdiction provides written notice to all other Jurisdictions, as set out in Section 14, at least 60 days prior to its intended withdrawal from this Agreement. The withdrawing Jurisdiction agrees to be responsible for its share of any costs incurred or encumbered pursuant to this Agreement through the remainder of the year of such withdrawal.

14. Jurisdiction Representative.

The following are designated as representatives of the respective Jurisdictions. Notice provided for in this Agreement shall be sent to the designated representatives by certified mail to the addresses set forth below. Notice will be deemed received three business days following posting by the U.S. Postmaster.

City of Lacey, c/o City Manager, 420 College Street SE, Lacey, WA 98503

City of Olympia, c/o City Manager, P.O. Box 1967, Olympia, WA 98507

City of Tumwater, c/o City Administrator, 555 Israel Road SW, Tumwater, WA 98501

City of Yelm, c/o Mayor, 106 Second St. SE Yelm, WA 98597

Thurston County, c/o County Manager, 2000 Lakeridge Drive SW, Olympia, WA 98502

15. Governing Law and Venue.

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each Jurisdiction hereto that this Agreement shall be governed by the laws of the State of Washington both as to its interpretation and performance. Any action of lawsuit in equity, or judicial proceeding arising out of this Agreement

shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.

16. Severability.

If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the Jurisdictions' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of this Agreement is in direct conflict with any statutory provision of the state of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

17. Entire Agreement.

The Jurisdictions agree that this Agreement, is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

18. Non-Waiver of Rights.

The Jurisdictions agree that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

19. Equal Opportunity to Draft.

The Jurisdictions have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Jurisdiction upon a claim that that Jurisdiction drafted the ambiguous language.

IN WITNESS WHEREOF, the Parties hereto have caused this Interlocal Agreement to be executed by the dates and signature herein under affixed. The persons signing this Interlocal Agreement on behalf of the Parties represent that each has authority to execute this Interlocal Agreement on behalf of the Party entering into this Interlocal Agreement.

Thurston County

City of Lacey

~~Tye Menser~~ Carolina Mejia, Chair of the Board of County _____ Rick Walk, Acting City
Manager
Commissioners _____

Date _____ Date _____

Approved as to form:
JON TUNHEIM
PROSECUTING ATTORNEY

Approved as to form:

By: _____
Deputy Prosecuting Attorney

By: _____
City Attorney

City of Olympia

~~City of Tumwater~~ _____

~~Steven J. Burney, City Manager~~

Debbie Sullivan, Mayor

Date

Date

Approved as to form:

Approved as to form:

By: _____
City Attorney

By: _____
City Attorney

City of Yelm

Joe DePinto, Mayor

Date

Approved as to form:

By: _____
City Attorney

RHC Interlocal Agreement Version Tracking:

- Original ILA: Executed January 28, 2021
- Amendment #1: Executed April 30, 2021