

**INTERLOCAL COOPERATION AGREEMENT  
TO ESTABLISH A HOME CONSORTIUM AND RECEIVE FUNDS  
UNDER THE NATIONAL AFFORDABLE HOUSING ACT  
FOR THE PROGRAM YEARS 2018 THROUGH 2020**

This Interlocal Cooperation Agreement (hereinafter Agreement) is entered into by and between Skagit County (hereinafter Lead Agency), and Anacortes, Blaine, Burlington, Concrete, Coupeville, Everson, Ferndale, Hamilton, Island County, La Conner, Langley, Lynden, Lyman, Mount Vernon, Nooksack, Oak Harbor, Sumas, Whatcom County (hereinafter Members) for the purpose of establishing a regional HOME Consortium to receive and administer federal funds under the HOME Investment Partnership Program. This Agreement will become effective upon adoption by the Members and approval by the U.S. Department of Housing and Urban Development (HUD).

**RECITALS**

WHEREAS, the three-county region has a shortage of homes that lower-wage workers and other low-income people can afford, using thirty percent of gross household income for housing costs; and

WHEREAS, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

WHEREAS, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very-low-income families, including the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990 (NAHA), as implemented by HUD through regulations at Title 24, Code of Federal Regulations, Part 92 (HOME regulations); and

WHEREAS, HOME regulations allow a group of contiguous units of general local governments (UGLGs) to organize as Members that establish a HOME Consortium for the purposes of obtaining HOME grant funding from HUD that will assist in improving the supply of decent, safe and affordable homes for low-income people and will strengthen partnerships among all levels of government and the private sector; and

WHEREAS, the Members have determined that obtaining HOME grant funding will increase their ability to assist with efforts to end homelessness and for the provision of affordable homes for residents with incomes at or below sixty percent of the area median income; and

WHEREAS, the Members are not individually eligible to obtain an allocation of HOME grant funding from HUD; however, the Members can cooperate to establish a HOME Consortium that will be eligible to obtain an allocation of HOME grant funding from HUD; and

WHEREAS, the Members have determined that it will be mutually beneficial and in the public interest to enter into this Interlocal Cooperation Agreement to establish a HOME Consortium in order to become eligible for HOME grant funding; and

WHEREAS, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington permits local governments to enter into agreements to cooperate for beneficial purposes and these purposes can include regional cooperation to establish a HOME Consortium; and

WHEREAS, HOME regulations specify the topics and content that Members must include in an interlocal cooperation agreement that establishes a HOME Consortium, and the HOME regulations require that the HOME Consortium Members select one Member to act as Lead Agency for all Members in communications with HUD and as the HOME grant recipient on behalf of the Consortium; and

WHEREAS, Skagit County has offered to serve as the Lead Agency on behalf of the Members that enter into an interlocal cooperation agreement for the purpose of implementing a regional HOME-funded program to enhance cooperation among local jurisdictions to increase the availability of resources available to local governments to address the housing-related problems of lower-income people and to implement local Plans to End Homelessness; and

WHEREAS, the Lead Agency has offered to administer such federal funds for itself and on behalf of the Members;

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the Members mutually agree to the following terms and conditions.

## **1. DEFINITIONS**

For the purpose of this Agreement, the terms defined in this section have the meanings given to them:

- A. "Consolidated Plan" is a HUD required document that serves as a planning and budgeting document for the Consortium and as a HOME grant funding application. The Consortium will develop a Consolidated Plan by May 15, 2018.
- B. "Consortium" means the Members and Lead Agency acting together pursuant to this Agreement.
- C. "HOME Regulations" means the rules, regulations and guidelines promulgated pursuant to the NAHA, including but not limited to 24 CFR Parts 91 and 92, as amended.
- D. "Lead Agency" means Skagit County, designated by the Members as the unit of general local government to act in a representative capacity for all Members for the purpose of entering into a HOME grant agreement with HUD.

- E. "Member" means an unit of general local government that is a signatory to this Agreement and therefore becomes a Member of the Consortium.
- F. "Subrecipient" means a Member who carries out HOME-funded activities after entering into a separate written agreement with the Lead Agency.

## 2. PURPOSE

The purpose of this Agreement is to establish a HOME Consortium that will be eligible for HOME grant funds to increase the Members' ability to assist in the provision of housing affordable for low-income residents.

## 3. AGREEMENT

- A. **Term:** The term of this Agreement shall be for the qualification period ending June 30, 2021 and includes federal fiscal years 2018, 2019 and 2020. This agreement will auto renew for successive qualification periods as outlined in the renewal section below. The agreement will remain in effect until HOME funds from each federal fiscal year of the agreements specified qualification period and each successive qualification period for which the agreement is renewed, are expended on eligible activities.
- B. **Execution:** This Agreement shall be executed by the appropriate officers of each Member and the Lead Agency pursuant to authority granted them by their respective governing bodies, and a copy of the authorizing resolutions and executed Agreement shall be filed promptly at the offices of the Lead Agency.
- C. **Renewal:** This agreement shall automatically be renewed for the Consortium's participation in successive qualification periods of three federal fiscal years each. No later than the date specified by HUD's consortia designation notice or HOME Consortia web page, the Lead Entity shall notify each Consortium Member in writing of its right to decide not to participate in the Consortium for the next qualification period and the Lead Entity shall send a copy of each notification to the HUD Field Office.

If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify the Lead Entity, and the Lead Entity shall notify the HUD Field Office, before the beginning of the new qualification period. If a consortium member decides not to participate in the consortium the Lead Agency will notify the HUD Field Office prior to the beginning of the new qualification period.

The consortium will adopt any amendment to the agreement that is necessary to meet HUD requirements for consortia agreements in successive qualification periods.

The Lead Agency will submit to the HUD Field Office a statement of whether or not any amendments have been made to the agreement, a copy of each amendment, and, if the consortium's membership has changed, the state certification required under 24 C.F.R. 92.101(a)(2)(i).

The auto renewal provision will be void if the Lead Agency fails to notify a consortium member of its right not to participate for the next qualification period or the Lead Agency fails to submit a copy of each amendment to the agreement as required.

- D. **Consolidated Plan:** The Lead Agency is responsible for preparing and submitting the Consolidated Plan to HUD. The Members shall cooperate in the preparation of the Consolidated Plan by providing input during the preparation of the Consolidated Plan and by assisting the Lead Agency in holding any required public meetings during the preparation of the Consolidated Plan.
- E. **Program Administration:** Skagit County, as Lead Agency, agrees to have decision-making authority regarding the Consolidated Plan and implementation, as well as oversight and authority on issues affecting the Consortium activities. The Lead Agency will be entitled to up to ten percent of the HOME Consortium grant allocation, as well as up to ten percent of program income, for eligible planning and administrative costs. The Lead Agency will provide staff support for a HOME Consortium Advisory Committee that will assist with preparation of the Consolidated Plan, project selection criteria, and selection of recommended projects for HOME funding agreements.
- F. **Allocating HOME Program Funding:** The annual allocation of HOME program funds will be based on the recommendation from the HOME Consortium Advisory Committee and adopted in the Consolidated Plan and its annual Action Plan.
- G. **HOME Consortium Advisory Committee:** An Advisory Committee shall be created for the purpose of identifying the general activities and priorities to be undertaken by the Consortium with HOME grant funds. Each Member may appoint a representative to serve on the Advisory Committee. The Advisory Committee will also participate in the development of the Consolidated Plan, establish decision-making procedures for the Consortium, serve in an advisory capacity for the programs and projects funded with HOME expenditures, make recommendations to the Lead Agency's governing body, and provide advice for the successful implementation of the Consolidated Plan and the HOME Consortium's programs.
- H. **Matching Funds:** No Member will be required to accept HOME grant funds, and no matching funds will be required of a Member that does not enter into a separate written agreement for HOME-funded activities. Members shall be responsible for providing matching funds for any HOME pass-through grant funds allocated to and accepted for use by that Member under terms to be

specified in a HOME Subrecipient agreement. No matching funds will be required from a Member that does not enter into a HOME Subrecipient agreement.

Matching funds shall be reported to the Lead Agency, in a format to be determined by the Lead Agency, by the end of each program year covered by this agreement.

- I. **Affirmatively Furthering Fair Housing:** The Lead Agency and the Members agree to affirmatively further fair housing with all HOME Consortium funds under this Agreement in compliance with 24 CFR 92.350. Each Member that enters into a HOME Subrecipient agreement will be responsible for compliance with HUD regulations and, if applicable, for their own preparation and submission to HUD of an Analysis of Impediments to Fair Housing Choice. The Members agree that funding activities will be prohibited if a Member does not affirmatively further fair housing within its jurisdiction or impedes actions intended to comply with the Consortium's fair housing certification. The Members acknowledges noncompliance by a Member may provide cause for funding sanctions or remedial actions by HUD.
- J. **Program Income:** Program Income as defined at 24 CFR 92.2 generated by a Member will be held by each Member in a separate account specific to the HOME Program. Program Income will be used first before any additional HOME funds are drawn or requested for reimbursement, and appropriate documentation of the receipt and use of program income will be provided to the Lead Agency in a format to be determined by the Lead Agency and as required for reporting to HUD.
- K. **Indemnification:** Each Member agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other Members of the Consortium harmless from such liability. It is further provided that no liability shall attach to Skagit County as Lead Agency by reason of entering into this agreement except as expressly provided herein. The Members of the Consortium agree to reasonably cooperate in the event litigation is brought against one or more of the Members pursuant to this Agreement by any third party.

#### 4. LEAD AGENCY RESPONSIBILITIES

- A. **Responsibilities:** The Lead Agency will be the governmental entity required to execute all grant agreements for HOME funds received from HUD pursuant to the Consortium's request for HOME funds. The Lead Agency will thereby become and will be held by HUD to have full responsibility for the execution of the HOME Program in compliance with HOME rules, including the requirements of the Consolidated Plan. The Lead Agency will be responsible

for leading the development of the Consortium's Consolidated Plan with an annual Action Plan component and for required administrative functions such as reporting on the activities of the Consortium and serving as the liaison between HUD and Consortium Members, for meeting the requirements of other applicable laws, and for the performance of the HOME-funded activities including the HOME-funded projects and activities to be conducted by the Subrecipients.

- B. **Pass-through Grant Funds:** The Lead Agency shall monitor the performance of any Member that receives pass-through HOME funds and will hold a Member jurisdiction accountable, under terms to be specified in HOME Subrecipient agreement, for compliance with the requirements set forth in HUD regulations.
- C. **Administrative Activities for the Consortium:** The Lead Agency agrees to provide administrative functions for the Consortium, and specific administrative tasks include, but are not limited to, coordinating the public participation process, developing necessary forms and implementation agreements with Members that receive pass-through HOME funds, drafting program descriptions, notices of funding availability and requests for proposals, confirming that a Subrecipient is not debarred from federal funds, providing technical assistance to project sponsors, confirming compliance of funded projects as specified in a HOME Subrecipient agreement, and preparing required reports.
- D. **Administrative Activities for Members:** The Lead Agency's administrative obligations to the Members shall be limited to the performance of the administrative and program tasks necessary to make HOME funds available to the Members under terms to be specified in HOME Subrecipient agreements and to provide reporting to HUD on the various projects funded with HOME funds under provisions to be specified in HOME Subrecipient agreements.
- E. **Reporting Requirements:** The Lead Agency will require Subrecipients with HOME-funded activities or projects to provide the Lead Agency with HOME Program activity reports including information about program income, if any, derived from the HOME -funded activities.
- F. **Communication:** The Lead Agency will be responsible for communicating periodically, at least once per quarter, to each Member and other interested parties, providing a Consortium status report, an update on prior communications, and requests for feedback and input on pertinent topics. Additional communication protocol will be established during the development of the Consolidated Plan.

## 5. MEMBERS' RESPONSIBILITIES

- A. **Resolution:** The Members shall adopt a resolution for their unit of local government that authorizes the automatic renewal of this agreement for successive qualification periods.
- B. **Action Plan/Consolidated Plan Submissions:** The Members shall provide input that will assist the Lead Agency with the preparation of a Consolidated Plan.
- C. **Reporting Requirements:** If a Member receives any HOME funds under terms to be specified in a HOME Subrecipient agreement, the Member shall prepare and submit to the Lead Agency for consolidation into a combined report the following reports, if applicable, for submission to HUD according to applicable deadlines: Analysis of Impediments to Fair Housing, Citizen Participation Plan, Minority Business Enterprise/Women's Business Enterprise reports, federal cash transaction reports, and annual HOME Consolidated Action Plan Evaluation Report(s)(CAPER) as well as preparing and submitting any other reporting requirements that are required by HUD.
- D. **Lead Agency and Member Cooperation:** The Lead Agency shall cooperate and work with each Member that receives any HOME pass-through funds under terms to be specified in a HOME Subrecipient agreement for activities to be conducted or performed within the Member's jurisdiction during the Federal Program Years this Agreement is in effect.
- E. **Disallowed Expenditures:** Each Member that receives pass-through HOME funds under terms to be specified in a HOME Subrecipient agreement shall assume full responsibility for repayment of HOME funds for all expenditures made by their jurisdictions that are disallowed by HUD.
- F. **Eligible Expenditures:** Each Member that receives pass-through HOME funds under terms to be specified in a HOME Subrecipient agreement shall assume overall responsibility for ensuring their projects related to the Consortium's HOME Program are carried out in compliance with the requirements set forth in HUD regulations.
- G. **Eligibility Review and Compliance Monitoring:** Each member that receives pass-through HOME funds under terms to be specified in a HOME Subrecipient agreement shall provide monitoring the compliance of projects funded with HOME funds to ensure that they comply with applicable Federal laws and regulations including property standards.

## 6. SPECIAL PROVISIONS

- A. **Amendments:** All amendments to this Agreement must be in writing and signed by all Members except that the Lead Agency shall have authority to amend to the Agreement on behalf of all Members to add new Members to the Consortium.

- B. **Severability:** Invalidation of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.
- C. **Financial Obligations of the Parties:** Each party's financial obligations under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge those obligations. Nothing in this Agreement constitutes a debt, a direct or indirect multiple fiscal year obligation, a pledge of the credit of either party, or a payment guarantee by either party to the other party. No Member incurs any financial obligation unless it later signs a HOME Subrecipient agreement.

.....

IN WITNESS THEREOF, the undersigned Members have executed this Agreement;



DATED this 19 day of June, 2017.

**BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**

Ron Wesen

Ron Wesen, Chair

**ABSENT**

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki

Lisa Janicki, Commissioner

Attest:

Linda Hammer

Clerk of the Board

For contracts under \$5,000:  
Authorization per Resolution R20030146

Recommended:

Jennifer Johnson

Department Head

County Administrator

Approved as to form:

M. NO (5/25/2017)

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Jim Holt

Risk Manager

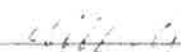
Approved as to budget:

Linda Gagne

Budget & Finance Director

DATED this 4 day of July, 2017.

**CITY OF ANACORTES**

  
Mayor Laurie Gere

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF BLAINE**

\_\_\_\_\_  
City Manager David Wilbrecht

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF BURLINGTON**

\_\_\_\_\_  
Mayor Steve Sexton

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**TOWN OF CONCRETE**

\_\_\_\_\_  
Mayor Jason Miller

DATED this 24<sup>th</sup> day of May, 2017.

**CITY OF BLAINE**

  
\_\_\_\_\_  
City Manager David Wilbrecht

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF ANACORTES**

\_\_\_\_\_  
Mayor Laurie Gere


DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF BLAINE**

\_\_\_\_\_  
City Manager David Wilbrecht

DATED this 25<sup>th</sup> day of May, 2017.

**CITY OF BURLINGTON**

  
\_\_\_\_\_  
Mayor Steve Sexton

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**TOWN OF CONCRETE**

\_\_\_\_\_  
Mayor Jason Miller

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF ANACORTES**

\_\_\_\_\_  
Mayor Laurie Gere

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF BLAINE**

\_\_\_\_\_  
City Manager David Wilbrecht

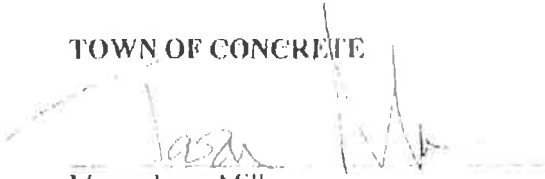
DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF BURLINGTON**

\_\_\_\_\_  
Mayor Steve Sexton

DATED this 21<sup>st</sup> day of March, 2017.

**TOWN OF CONCRETE**

  
\_\_\_\_\_  
Mayor Jason Miller

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

TOWN OF COUPEVILLE

Mayor Molly Hughes

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

CITY OF EVERSON

Mayor John Perry

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

CITY OF FERNDALE

Mayor Gary Ferguson

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

CITY OF HAMILTON

Mayor David Wilson


DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**TOWN OF COUPEVILLE**

\_\_\_\_\_  
Mayor Nancy Conard

DATED this 3<sup>rd</sup> day of May, 2017.

**CITY OF EVERSON**

  
\_\_\_\_\_  
Mayor John Perty

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF FERNDALE**

\_\_\_\_\_  
Mayor Gary Jensen

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF HAMILTON**

\_\_\_\_\_  
Mayor Joan Cromley

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**TOWN OF COUPEVILLE**

\_\_\_\_\_  
Mayor Nancy Conard

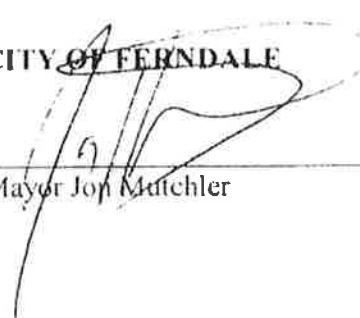
DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF EVERSON**

\_\_\_\_\_  
Mayor John Perry

DATED this 2 day of June, 2017.

**CITY OF FERNDALE**

  
\_\_\_\_\_  
Mayor Jon Mutchler

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF HAMILTON**

\_\_\_\_\_  
Mayor Joan Cromley



DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**TOWN OF COUPEVILLE**

\_\_\_\_\_  
Mayor Nancy Conard

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF EVERSON**

\_\_\_\_\_  
Mayor John Perry

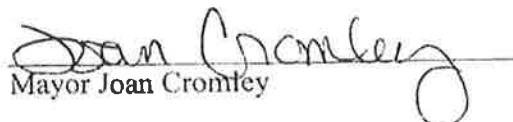
DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF FERNDALE**

\_\_\_\_\_  
Mayor Gary Jensen

DATED this 9<sup>th</sup> day of May, 2017.

**CITY OF HAMILTON**

  
Mayor Joan Cromley

DATED this 18th day of April, 2017.

**ISLAND COUNTY**

  
County Commissioner Jill Johnson, Chair

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**TOWN OF LA CONNER**

\_\_\_\_\_  
Mayor Ramon Hayes

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF LANGLEY**

\_\_\_\_\_  
Mayor Tim Callison

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF LYMAN**

\_\_\_\_\_  
Mayor Debra Heinzman


DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**ISLAND COUNTY**

\_\_\_\_\_  
County Commissioner Jill Johnson

DATED this 25<sup>th</sup> day of April, 2017.

**TOWN OF LA CONNER**

  
\_\_\_\_\_  
Mayor Ramon Hayes

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF LANGLEY**

\_\_\_\_\_  
Mayor Fred McCarthy

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF LYMAN**

\_\_\_\_\_  
Mayor Debra Heinzman

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**ISLAND COUNTY**

\_\_\_\_\_  
County Commissioner Jill Johnson

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**TOWN OF LA CONNER**

\_\_\_\_\_  
Mayor Ramon Hayes

DATED this 3 day of April, 2017.

**CITY OF LANGLEY**

  
\_\_\_\_\_  
Mayor Tim Callison

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF LYMAN**

\_\_\_\_\_  
Mayor Debra Heinzman

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**ISLAND COUNTY**

\_\_\_\_\_  
County Commissioner Jill Johnson

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**TOWN OF LA CONNER**

\_\_\_\_\_  
Mayor Ramon Hayes

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF LANGLEY**

\_\_\_\_\_  
Mayor Fred McCarthy

DATED this 16th day of May, 2017.

**CITY OF LYMAN**

  
\_\_\_\_\_  
Mayor Edward E Hills

DATED this 25 day of May, 2017.

**CITY OF LYNDEN**

  
\_\_\_\_\_  
Mayor Scott Korthuis

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017

**CITY OF MOUNT VERNON**

\_\_\_\_\_  
Mayor Jill Boudreau

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017

**CITY OF NOOKSACK**

\_\_\_\_\_  
Mayor James S. Ackerman

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017

**CITY OF OAK HARBOR**

\_\_\_\_\_  
Mayor Scott Dudley


DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF LYNDEN**

\_\_\_\_\_  
Mayor Scott Korthuis

DATED this 24<sup>th</sup> day of May, 2017

**CITY OF MOUNT VERNON**

  
\_\_\_\_\_  
Mayor Jill Boudreau

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017

**CITY OF NOOKSACK**

\_\_\_\_\_  
Mayor James S. Ackerman

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017

**CITY OF OAK HARBOR**

\_\_\_\_\_  
Mayor Scott Dudley

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF LYNDEN**

\_\_\_\_\_  
Mayor Scott Korthuis

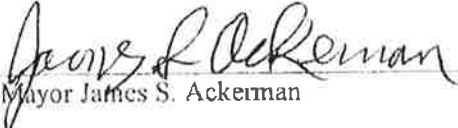
DATED this \_\_\_\_ day of \_\_\_\_\_, 2017

**CITY OF MOUNT VERNON**

\_\_\_\_\_  
Mayor Jill Boudreau

DATED this 17<sup>th</sup> day of April, 2017

**CITY OF NOOKSACK**

  
Mayor James S. Ackerman

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017

**CITY OF OAK HARBOR**

\_\_\_\_\_  
Mayor Scott Dudley



DATED this \_\_\_\_ day of \_\_\_\_\_, 2017

**CITY OF LYNDEN**

\_\_\_\_\_  
Mayor Scott Korthuis

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017

**CITY OF MOUNT VERNON**

\_\_\_\_\_  
Mayor Jill Boudreau

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017

**CITY OF NOOKSACK**

Mayor James S. Ackerman

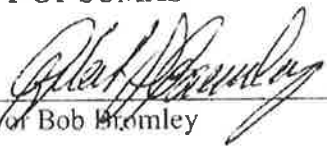
DATED this <sup>8th</sup> day of <sup>Sept</sup> \_\_\_\_\_, 2017

**CITY OF OAK HARBOR**

  
\_\_\_\_\_  
Mayor Bob Severns

DATED this 11<sup>th</sup> day of April, 2017

**CITY OF SUMAS**

  
\_\_\_\_\_  
Mayor Bob Bromley

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**WHATCOM COUNTY**

\_\_\_\_\_  
Whatcom County Executive Jack Louws

DEPARTMENT APPROVAL

Anne Deacon  
Anne Deacon, Human Services Manager

5/12/17  
Date

Regina A Delahunt  
Regina Delahunt, Director

5/12/17  
Date

WHATCOM COUNTY

JACK LOUWS  
County Executive

STATE OF WASHINGTON )

COUNTY OF WHATCOM )

On this 17<sup>th</sup> day of May, 2017, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Aiden Landrum

NOTARY PUBLIC in and for  
the State of Washington,  
residing at Bellingham.

My Commission expires: 05.25.2019

APPROVED AS TO FORM

Royce Buckingham  
Royce Buckingham, Deputy Prosecuting Attorney

**RESOLUTION NO. 1988**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT WITH OTHER MUNICIPALITIES IN SKAGIT, WHATCOM AND ISLAND COUNTIES, AGREEING TO PARTICIPATE AS A MEMBER OF A REGIONAL CONSORTIUM THAT WILL QUALIFY THE AREA FOR ADDITIONAL FUNDING TO ADDRESS HOMELESSNESS AND THE SHORTAGE OF HOMES AFFORDABLE TO LOWER-WAGE WORKERS AND OTHERS**

**WHEREAS**, the region has a shortage of homes that lower-wage workers and other low-income people can afford; and

**WHEREAS**, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

**WHEREAS**, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very low-income families, including offers from the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990; and

**WHEREAS**, Skagit, Whatcom and Island counties and the participating cities and towns therein established the Skagit HOME Consortium in order to obtain grant funds under the HOME Program guidelines for eligibility; and

**WHEREAS**, eligible Members of a Skagit HOME Consortium have cooperated in establishing the Consortium to increase the level of matching funds available for use within the region and, thereby, assist in meeting the housing affordability needs of the region; and

**WHEREAS**, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington authorizes units of general local government to enter into interlocal agreements to cooperate for public benefit purposes;

**NOW, THEREFORE, BE IT RESOLVED** that the Anacortes City Council authorizes its Mayor (or other authorized official) to sign an Interlocal Cooperation Agreement that allows the City of Anacortes to participate as a Member of the Consortium for the three (3) year term beginning 2018 through 2020 and for additional periods that will automatically be renewed every three (3) years. The City shall not enter into a sub-recipient grant agreement under this program without approval of the City Council and after review by City Attorney.

PASSED AND APPROVED by the City Council this 1<sup>st</sup> day of May, 2017.

CITY OF ANACORTES

  
Laurie Gere, Mayor

**RESOLUTION NO. 1709-17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLAINE, WASHINGTON, TO AUTHORIZE AN INTERLOCAL COOPERATION AGREEMENT WITH OTHER MUNICIPALITIES IN SKAGIT COUNTY, WHATCOM COUNTY AND ISLAND COUNTY, AGREEING TO PARTICIPATE AS A MEMBER OF A REGIONAL CONSORTIUM THAT WILL QUALIFY THE AREA FOR ADDITIONAL FUNDING TO ADDRESS HOMELESSNESS AND THE SHORTAGE OF HOMES AFFORDABLE TO LOWER-WAGE WORKERS AND OTHERS.**

**WHEREAS**, the region has a shortage of homes that lower-wage workers and other low-income people can afford; and

**WHEREAS**, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

**WHEREAS**, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very low-income families, including offers from the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990; and

**WHEREAS**, the HOME Program allows geographically contiguous areas to establish a HOME Consortium in order to obtain grant funds under the HOME Program guidelines for eligibility; and

**WHEREAS**, eligible Members of a potential three-county HOME Consortium have determined that cooperating to establish a Consortium will increase the level of matching funds available for use within the region and, thereby, assist in meeting the housing affordability needs of the region; and

**WHEREAS**, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington authorizes units of general local government to enter into interlocal agreements to cooperate for public benefit purposes;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Blaine, Washington, authorizes the City Manager to sign an Interlocal Cooperation Agreement that allows the City of Blaine to participate as a Member of a Consortium in the current qualification period of 2018-2020 and agrees to the automatic renewal of the Interlocal Agreement for successive qualification periods.

**PASSED BY THE CITY COUNCIL OF BLAINE, WASHINGTON**, on the 8<sup>th</sup> day of May, 2017, and approved by the Mayor on the same day.

**CITY OF BLAINE, WASHINGTON**

  
Harry Robinson, Mayor

ATTEST/AUTHENTICATE:

  
Sheri Sanchez, City Clerk

**RESOLUTION NO. 04-2017**

**A RESOLUTION OF THE CITY OF BURLINGTON, WASHINGTON IN THE MATTER OF AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT ALLOWING THE CITY TO PARTICIPATE IN THE HOME CONSORTIUM.**

**WHEREAS**, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe, and affordable housing available to low-income and very low-income families, including offers from the HOME Investment Partnerships Program (HOME Program) created by the National Affordable Housing Act of 1990; and

**WHEREAS**, the HOME Program allows local governments in geographically contiguous areas to establish a consortium, or interlocal, for the purpose of receiving funding through the HOME Program; and

**WHEREAS**, the City of Burlington and the surrounding region has a shortage of housing affordable to lower-wage workers and other low income people; and

**WHEREAS**, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of housing available to low income people; and

**WHEREAS**, eligible members of a potential three-county HOME consortium have determined that cooperating to establish a consortium will increase the level of matching funds available for low-income housing assistance within the region; and

**WHEREAS**, Chapter 39.34 RCW allows local governments to enter into interlocal agreements;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council authorizes the Mayor to sign the Interlocal Cooperation Agreement attached as exhibit "A"; and

**BE IT FURTHER RESOLVED**, that the City of Burlington will participate in the HOME consortium for the 2018-2020 qualification period; and

**BE IT FURTHER RESOLVED**, that the City of Burlington agrees to automatic renewal of the Interlocal Cooperation Agreement for successive qualification periods.

**INTRODUCED AND PASSED** at a regular meeting of the City Council of the City of Burlington on this 25<sup>th</sup> day of May, 2017.

**THE CITY OF BURLINGTON**

  
Steve Sexton, Mayor

ATTEST:

  
Renee Sinclair  
Director of Budget & Accounting

**RESOLUTION NO. 2017-04**

**A RESOLUTION OF THE TOWN OF CONCRETE** to authorize the renewal of an Interlocal Cooperation Agreement with other municipalities in Skagit County, Whatcom County and Island County, agreeing to participate as a Member of a regional Consortium that will qualify the area for additional funding to address homelessness and the shortage of homes affordable to lower-wage workers and others.

**WHEREAS**, the region has a shortage of homes that lower-wage workers and other low-income people can afford; and

**WHEREAS**, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

**WHEREAS**, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very low-income families, including offers from the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990; and

**WHEREAS**, the HOME Program allows geographically contiguous areas to establish a HOME Consortium in order to obtain grant funds under the HOME Program guidelines for eligibility; and

**WHEREAS**, Members of the three-county HOME Consortium have determined that continued cooperation as a Consortium will increase the level of matching funds available for use within the region and, thereby, assist in meeting the housing affordability needs of the region; and

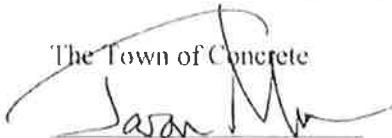
**WHEREAS**, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington authorizes units of general local government to enter into interlocal agreements to cooperate for public benefit purposes;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Concrete, Washington as follows:

The Town of Concrete authorizes the Mayor to sign an Interlocal Cooperation Agreement that allows the Town of Concrete to participate as a Member of a Consortium for a period ending in July 2021. This resolution shall allow for auto renewal and provisions for such as outlined in the agreement.

**INTRODUCED AND PASSED** at a regular meeting of the Town Council of the Town of Concrete this 27th day of March, 2017.

The Town of Concrete

  
Jason Miller, Mayor

  
ATTEST: Andrea Fichter, Clerk Treasurer

**RESOLUTION NO. 17-08**

**A RESOLUTION of the Town of Coupeville, Washington to reauthorize an Interlocal Cooperation Agreement with other municipalities in Skagit County, Whatcom County and Island County, agreeing to participate as a Member of a regional Consortium that has qualified the area for additional funding to address homelessness and the shortage of homes affordable to lower-wage workers and others.**

**WHEREAS**, the region has a shortage of homes that lower-wage workers and other low-income people can afford; and

**WHEREAS**, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

**WHEREAS**, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very low-income families, including offers from the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990; and

**WHEREAS**, Skagit, Whatcom and Island counties and the participating cities and town therein established the Skagit HOME Consortium in order to obtain grant funds under the HOME Program guidelines for eligibility; and

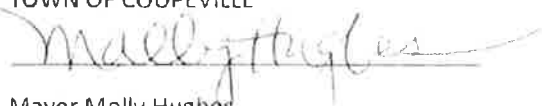
**WHEREAS**, eligible Members of the Skagit Home Consortium have cooperated in establishing the Consortium to increase the level of matching funds available for use within the region and, thereby, assist in meeting the housing affordability needs of the region; and

**WHEREAS**, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington authorizes unity of general local government to enter into interlocal agreements to cooperate for public benefit purposes;

**NOW, THEREFORE, BE IT RESOLVED** that the Town of Coupeville, Washington authorizes its Mayor to sign an Interlocal Cooperation Agreement that allows the Town of Coupeville to participate as a Member of a Consortium for additional periods that will be automatically renewed every three (3) years.

PASSED by the Town Council of the Town of Coupeville and APPROVED by the Mayor this 11<sup>th</sup> day of April, 2017.

TOWN OF COUPEVILLE

  
Mayor Molly Hughes

APPROVED AS TO FORM

  
Town Attorney Grant K. Weed

ATTEST

  
Clerk Treasurer Kelly Beech



**RESOLUTION NO. 550-17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERSON, WASHINGTON, TO AUTHORIZE AN INTERLOCAL COOPERATION AGREEMENT WITH OTHER MUNICIPALITIES IN SKAGIT COUNTY, WHATCOM COUNTY AND ISLAND COUNTY, AGREEING TO PARTICIPATE AS A MEMBER OF A REGIONAL CONSORTIUM THAT WILL QUALIFY THE AREA FOR ADDITIONAL FUNDING TO ADDRESS HOMELESSNESS AND THE SHORTAGE OF HOMES AFFORDABLE TO LOWER-WAGE WORKERS AND OTHERS.**

**WHEREAS**, the Skagit County, Whatcom County, and Island County region has a shortage of homes that lower-wage workers and other low-income people can afford; and

**WHEREAS**, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

**WHEREAS**, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very low-income families, including offers from the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990; and

**WHEREAS**, the HOME Program allows geographically contiguous areas to establish a HOME Consortium in order to obtain grant funds under the HOME Program guidelines for eligibility; and

**WHEREAS**, in 2014, the City of Everson entered into an Interlocal Cooperation Agreement with other local governments in Skagit, Whatcom and Island counties to establish a three-county HOME Consortium; and

**WHEREAS**, eligible Members of the three-county HOME Consortium have determined that continuing to cooperate as members of a Consortium will increase the level of matching funds available for use within the region and, thereby, assist in meeting the housing affordability needs of the region; and


**WHEREAS**, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington authorizes units of general local government to enter into interlocal agreements to cooperate for public benefit purposes;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Everson hereby authorizes the Mayor of Everson to sign an Interlocal Cooperation Agreement that allows the City of Everson to continue to participate as a Member of a HOME Consortium in the current

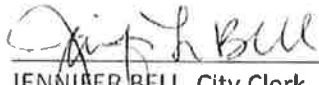
qualification period of 2018-2020 and agrees to the automatic renewal of the Interlocal Agreement for successive qualification periods.

ADOPTED at a regular meeting of the Everson City Council held on April 25, 2017.

CITY OF EVERSON, WASHINGTON

  
\_\_\_\_\_  
JOHN PERRY, Mayor

ATTEST:

  
\_\_\_\_\_  
JENNIFER BELL, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JON SITKIN, City Attorney

**RESOLUTION NO. 17-05-15-C**

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**A RESOLUTION OF THE FERNDALE CITY COUNCIL TO AUTHORIZE AN  
INTERLOCAL COOPERATION AGREEMENT WITH OTHER  
MUNICIPALITIES IN SKAGIT, WHATCOM AND ISLAND COUNTIES,  
AGREEING TO PARTICIPATE AS A MEMBER OF A REGIONAL  
CONSORTIUM TO QUALIFY THE AREA FOR ADDITIONAL FUNDING TO  
ADDRESS HOMELESSNESS AND THE SHORTAGE OF HOMES  
AFFORDABLE TO LOWER-WAGE WORKERS AND OTHERS**

---

**WHEREAS**, the region has a shortage of homes that lower-wage workers and other low-income people can afford; and

**WHEREAS**, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

**WHEREAS**, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very low-income families, including offers from the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990; and

**WHEREAS**, the HOME Program allows geographically contiguous areas to establish a HOME Consortium in order to obtain grant funds under the HOME Program guidelines for eligibility; and

**WHEREAS**, eligible Members of a potential three-county HOME Consortium have determined that cooperating to establish a Consortium will increase the level of matching funds available for use within the region and, thereby, assist in meeting the housing affordability needs of the region; and


**WHEREAS**, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington authorizes units of general local government to enter into interlocal agreements to cooperate for public benefit purposes;

**NOW THEREFORE THE CITY COUNCIL OF THE CITY OF FERNDALE DO  
RESOLVE:**

**Section 1.** That the Ferndale City Council authorizes the Mayor (or other authorized official) to sign an Interlocal Cooperation Agreement that allows the City of Ferndale to participate as a Member of a Consortium for the period of 2018 – 2020.

**APPROVED AND ADOPTED** by the City Council of the City of Ferndale in regular session this 15<sup>th</sup> day of May, 2017.

**ATTEST:**

  
\_\_\_\_\_  
Jon Mutchler, MAYOR  
\_\_\_\_\_  
Susan Durcan, CMC, CITY CLERK

TOWN OF HAMILTON  
RESOLUTION 02-2017

RESOLUTION OF THE TOWN OF HAMILTON TO AUTHORIZE AN INTERLOCAL COOPERATION AGREEMENT WITH OTHER MUNICIPALITIES IN SKAGIT COUNTY, WHATCOM COUNTY AND ISLAND COUNTY, AGREEING TO PARTICIPATE AS A MEMBER OF A REGIONAL CONSORTIUM THAT WILL QUALIFY THE AREA FOR ADDITIONAL FUNDING TO ADDRESS HOMELESSNESS AND THE SHORTAGE OF HOMES AFFORDABLE TO LOWER-WAGE WORKERS AND OTHERS.

WHEREAS, the region has a shortage of homes that lower-wage workers and other low-income people can afford; and

WHEREAS, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

WHEREAS, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very low-income families, including offers from the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990; and

WHEREAS, the HOME Program allows geographically contiguous areas to establish a HOME Consortium in order to obtain grant funds under the HOME Program guidelines for eligibility; and

WHEREAS, eligible Members of a potential three-county HOME Consortium have determined that cooperating to establish a Consortium will increase the level of matching funds available for use within the region and, thereby, assist in meeting the housing affordability needs of the region; and

WHEREAS, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington authorizes units of general local government to enter into Interlocal agreements to cooperate for public benefit purposes;

NOW, THEREFORE, BE IT RESOLVED that the Town Council authorizes the Mayor to sign an Interlocal Cooperation Agreement that allows the Town of Hamilton to participate as a Member of a Consortium in the current qualification period of 2018-2020 and agrees to the automatic renewal of the Interlocal Agreement for successive qualification periods.

Approved by the Mayor and Town Council and Passed this 9<sup>th</sup> day of May, 2017.

  
Joan Cromley, Mayor

Attested by: 

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF ISLAND COUNTY, WASHINGTON**

**IN THE MATTER OF ENTERING INTO  
AN INTERLOCAL AGREEMENT  
ESTABLISHING A HOME CONSORTIUM**

**RESOLUTION #C-46-17**

**WHEREAS**, the region has a shortage of homes that lower-wage workers and other low-income people can afford; and

**WHEREAS**, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

**WHEREAS**, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very low-income families, including offers from the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990; and

**WHEREAS**, Skagit, Whatcom and Island counties established the Skagit HOME Consortium in 2015; and

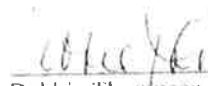
**WHEREAS**, eligible Members of the Skagit HOME Consortium have agreed to continued involvement with the Skagit HOME Consortium to meet the affordable housing needs in their communities; and

**WHEREAS**, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington authorizes units of general local government to enter into interlocal agreements to cooperate for public benefit purposes;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners for Island County authorizes its Chairperson (or other authorized official) to sign an Interlocal Cooperation Agreement that allows Island County to participate as a Member of the HOME Consortium for additional periods that will be automatically renewed every three (3) years.


**APPROVED** this 18th day of April, 2017.

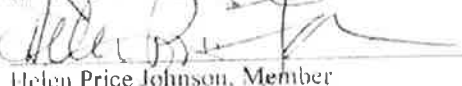
**ATTEST:**

  
Debbie Thompson  
Clerk of the Board



**BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON**

  
Gill Johnson, Chair

  
Helen Price Johnson, Member

  
Richard M. Hannold, Member

## Town of La Conner



### Resolution No. 532

**A RESOLUTION of the Town of La Conner, Washington, to authorize an Interlocal Cooperation Agreement with other municipalities in Skagit County, Whatcom County and Island County, agreeing to participate as a Member of a regional Consortium that will qualify the area for additional funding to address homelessness and the shortage of homes affordable to lower-wage workers and others**

**WHEREAS**, the region has a shortage of homes that lower-wage workers and other low income people can afford; and

**WHEREAS**, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

**WHEREAS**, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very low-income families, including offers from the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990; and

**WHEREAS**, the HOME Program allows geographically contiguous areas to establish a HOME Consortium in order to obtain grant funds under the HOME Program guidelines for eligibility; and

**WHEREAS**, eligible Members of a potential three-county HOME Consortium have determined that cooperating to establish a Consortium will increase the level of matching funds available for use within the region and, thereby, assist in meeting the housing affordability needs of the region; and

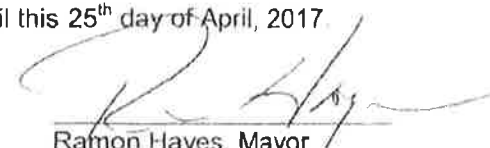
**WHEREAS**, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington authorizes units of general local government to enter into interlocal agreements to cooperate for public benefit purposes;

**NOW, THEREFORE, BE IT RESOLVED** that the Town of La Conner authorizes its Mayor to sign an Interlocal Cooperation Agreement that allows the Town of La Conner to participate as a Member of a Consortium in the current qualification period of 2018-2020 and agrees to the automatic renewal of the Interlocal Agreement for successive qualification periods.

Adopted by vote of the La Conner Town Council this 25<sup>th</sup> day of April, 2017.

Attest:

  
Maria DeGoede, Finance Director

  
Ramon Hayes, Mayor

**CITY COUNCIL  
OF LANGLEY, WASHINGTON**

**RESOLUTION NO. 787 FOR INTERLOCAL AGREEMENT  
HOME CONSORTIUM**

**A RESOLUTION of the City Council of Langley, Washington** to reauthorize an Interlocal Cooperation Agreement with other municipalities in Skagit County, Whatcom County and Island County, agreeing to participate as a Member of a regional Consortium that has qualified the area for additional funding to address homelessness and the shortage of homes affordable to lower-wage workers and others.

**WHEREAS**, the region has a shortage of homes that lower-wage workers and other low-income people can afford; and

**WHEREAS**, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

**WHEREAS**, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very low-income families, including offers from the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990; and

**WHEREAS**, Skagit, Whatcom and Island counties and the participating cities and town therein established the Skagit HOME Consortium in order to obtain grant funds under the HOME Program guidelines for eligibility; and



**WHEREAS**, eligible Members of the Skagit HOME Consortium have cooperated in establishing the Consortium to increase the level of matching funds available for use within the region and, thereby, assist in meeting the housing affordability needs of the region; and

**WHEREAS**, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington authorizes units of general local government to enter into interlocal agreements to cooperate for public benefit purposes;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Langley, Washington authorizes its Mayor (or other authorized official) to sign an Interlocal Cooperation Agreement that allows the City of Langley to participate as a Member of a Consortium for additional periods that will be automatically renewed every three (3) years.

Adopted this 3 day of April, 2017.

**City Council of Langley, Washington**

  
\_\_\_\_\_  
Tim Callison, Mayor

ATTEST:

  
\_\_\_\_\_  
Debbie Mahler, Clerk/Treasurer

**TOWN OF LYMAN  
RESOLUTION 2017-1**

**A RESOLUTION OF THE TOWN OF LYMAN**, to authorize an Interlocal Cooperation Agreement with the other municipalities in Skagit County, Whatcom County, and Island County, agreeing to participate as a Member of a regional Consortium that will qualify the area for additional funding to address homelessness and the shortage of homes affordable to lower-wage worker and others

**WHEREAS**, the region has a shortage of homes that lower-wage workers and other low-income people can afford; and

**WHEREAS**, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

**WHEREAS**, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very low-income families, including offers from the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990; and

**WHEREAS**, the HOME Program allows geographically contiguous areas to establish a HOME Consortium in order to obtain grant funds under the HOME Program guidelines for eligibility; and

**WHEREAS**, eligible Members of a potential three-county HOME Consortium have determined that cooperating to establish a Consortium will increase the level of matching funds available for use within the region and, thereby, assist in meeting the housing affordability needs of the region; and

**WHEREAS**, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington authorizes units of general local government to enter into Interlocal Agreements to cooperate for public benefit purposes;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council authorizes the Mayor to sign an Interlocal Cooperation Agreement that allows the Jurisdiction Name to participate as a Member of a Consortium in the current qualification period of 2018-2020 and agrees to the automatic renewal of the Interlocal Agreement for successive qualification periods.

**Passed this 16<sup>th</sup> day of May 2017**

**Edward E Hills**

Edward Hills, Mayor

ATTEST:

**Debora E Boyd**

Debora Boyd, Clerk/Treasurer

**TOWN OF LYMAN  
RESOLUTION 2017-1**

**A RESOLUTION OF THE TOWN OF LYMAN**, to authorize an Interlocal Cooperation Agreement with the other municipalities in Skagit County, Whatcom County, and Island County, agreeing to participate as a Member of a regional Consortium that will qualify the area for additional funding to address homelessness and the shortage of homes affordable to lower-wage worker and others

**WHEREAS**, the region has a shortage of homes that lower-wage workers and other low-income people can afford; and

**WHEREAS**, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

**WHEREAS**, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very low-income families, including offers from the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990; and

**WHEREAS**, the HOME Program allows geographically contiguous areas to establish a HOME Consortium in order to obtain grant funds under the HOME Program guidelines for eligibility; and

**WHEREAS**, eligible Members of a potential three-county HOME Consortium have determined that cooperating to establish a Consortium will increase the level of matching funds available for use within the region and, thereby, assist in meeting the housing affordability needs of the region; and

**WHEREAS**, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington authorizes units of general local government to enter into Interlocal Agreements to cooperate for public benefit purposes;


**BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LYMAN, WASHINGTON, AS FOLLOWS:**

The Town of Lyman authorizes the Mayor to sign an Interlocal Cooperation Agreement that allows the Town of Lyman to participate as a Member of the Consortium for an initial period ending July 2021.

**Passed this 16<sup>th</sup> day of May 2017**

  
Edward Hills, Mayor

ATTEST:

  
Debora Boyd, Clerk/Treasurer

## **RESOLUTION NO. 971**

### **INTERLOCAL COOPERATION AGREEMENT TO ESTABLISH A HOME CONSORTIUM AND RECEIVE FUNDS UNDER THE NATIONAL AFFORDABLE HOUSING ACT FOR THE PROGRAM YEARS 2018 THROUGH 2020**

This Interlocal Cooperation Agreement (hereinafter Agreement) is entered into by and between Skagit County (hereinafter Lead Agency), and Anacortes, Blaine, Burlington, Concrete, Coupeville, Everson, Ferndale, Hamilton, Island County, La Conner, Langley, Lynden, Lyman, Mount Vernon, Nooksack, Oak Harbor, Sedro-Woolley, Sumas, Whatcom County (hereinafter Members) *(Note that this page of final Agreement will include names of Members that adopt a Resolution agreeing to join)* for the purpose of establishing a regional HOME Consortium to receive and administer federal funds under the HOME Investment Partnership Program. This Agreement will become effective upon adoption by the Members and approval by the U.S. Department of Housing and Urban Development (HUD).

#### **RECITALS**

WHEREAS, the three-county region has a shortage of homes that lower-wage workers and other low-income people can afford, using thirty percent of gross household income for housing costs; and

WHEREAS, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

WHEREAS, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very-low-income families, including the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990 (NAHA), as implemented by HUD through regulations at Title 24, Code of Federal Regulations, Part 92 (HOME regulations); and

WHEREAS, HOME regulations allow a group of contiguous units of general local government (UGLGs) to organize as Members that establish a HOME Consortium for the purposes of obtaining HOME grant funding from HUD that will assist in improving the supply of decent, safe and affordable homes for low-income people and will strengthen partnerships among all levels of government and the private sector; and

WHEREAS, the Members have determined that obtaining HOME grant funding will increase their ability to assist with efforts to end homelessness and for the provision of affordable homes for residents with incomes at or below sixty percent of the area median income; and

WHEREAS, the Members are not individually eligible to obtain an allocation of HOME grant funding from HUD; however, the Members can cooperate to establish a HOME Consortium that will be eligible to obtain an allocation of HOME grant funding from HUD; and

WHEREAS, the Members have determined that it will be mutually beneficial and in the public interest to enter into this Interlocal Cooperation Agreement to establish a HOME Consortium in order to become eligible for HOME grant funding; and

WHEREAS, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington permits local governments to enter into agreements to cooperate for beneficial purposes and these purposes can include regional cooperation to establish a HOME Consortium; and

WHEREAS, HOME regulations specify the topics and content that Members must include in an interlocal cooperation agreement that establishes a HOME Consortium, and the HOME regulations require that the HOME Consortium Members select one Member to act as Lead Agency for all Members in communications with HUD and as the HOME grant recipient on behalf of the Consortium; and

WHEREAS, Skagit County has offered to serve as the Lead Agency on behalf of the Members that enter into an interlocal cooperation agreement for the purpose of implementing a regional HOME-funded program to enhance cooperation among local jurisdictions to increase the availability of resources available to local governments to address the housing-related problems of lower-income people and to implement local Plans to End Homelessness; and

WHEREAS, the Lead Agency has offered to administer such federal funds for itself and on behalf of the Members;

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the Members mutually agree to the following terms and conditions.

## **1. DEFINITIONS**

For the purpose of this Agreement, the terms defined in this section have the meanings given to them:

- A. "Consolidated Plan" is a HUD required document that serves as a planning and budgeting document for the HOME Consortium and as a HOME grant funding application. The Consortium will develop a Consolidated Plan by May 15, 2018.
- B. "Consortium" means the Members and Lead Agency acting together pursuant to this Agreement.<sup>5</sup>

- C. "HOME Regulations" means the rules, regulations and guidelines promulgated pursuant to the NAHA, including but not limited to 24 CFR Parts 91 and 92, as amended.
- D. "Lead Agency" means Skagit County, designated by the Members as the unit of general local government to act in a representative capacity for all Members for the purpose of entering into a HOME grant agreement with HUD.
- E. "Member" means a unit of general local government that is a signatory to this Agreement and therefore becomes a Member of the Consortium.
- F. "Sub-recipient" means a Member who carries out HOME-funded activities after entering into a separate written agreement with the Lead Agency.

## 2. PURPOSE

The purpose of this Agreement is to establish a HOME Consortium that will be eligible for HOME grant funds to increase the Members' ability to assist in the provision of housing affordable for low-income residents.

## 3. AGREEMENT

- A. **Term:** The initial term (also known as "qualification period") of this Agreement shall be for a period with an end date of June 30, 2021 that includes the federal fiscal years 2018, 2019 and 2020, with funding potentially becoming available after June 30, 2018. Members agree to participate for the term of this agreement and may choose to opt out of future agreements.
- B. **Execution:** This Agreement shall be executed by the appropriate officers of each Member and the Lead Agency pursuant to authority granted them by their respective governing bodies, and a copy of the authorizing resolutions and executed Agreement shall be filed promptly at the offices of the Lead Agency.
- C. **Consolidated Plan:** The Lead Agency is responsible for preparing and submitting the Consolidated Plan to HUD. The Members shall cooperate in the preparation of the Consolidated Plan by providing input during the preparation of the Consolidated Plan and by assisting the Lead Agency in holding any required public meetings during the preparation of the Consolidated Plan.
- D. **Program Administration:** Skagit County, as Lead Agency, agrees to have decision-making authority regarding the Consolidated Plan and implementation, as well as oversight and authority on issues affecting the Consortium activities. The Lead Agency will be entitled to up to ten percent of the HOME Consortium grant allocation, as well as up to ten percent of program income, for eligible planning and administrative costs. The Lead Agency will provide staff support for a HOME Consortium Advisory

Committee that will assist with preparation of the Consolidated Plan, project selection criteria, and selection of recommended projects for HOME funding agreements.

- E. **Allocating HOME Program Funding:** The annual allocation of HOME program funds will be based on the recommendation from the HOME Consortium Advisory Committee and adopted in the Consolidated Plan and its annual Action Plan.
- F. **HOME Consortium Advisory Committee:** An Advisory Committee shall be created for the purpose of identifying the general activities and priorities to be undertaken by the Consortium with HOME grant funds. Each Member may appoint a representative to serve on the Advisory Committee. The Advisory Committee will also participate in the development of the Consolidated Plan, establish decision-making procedures for the Consortium, serve in an advisory capacity for the programs and projects funded with HOME expenditures, make recommendations to the Lead Agency's governing body, and provide advice for the successful implementation of the Consolidated Plan and the HOME Consortium's programs.
- G. **Matching Funds:** No Member will be required to accept HOME grant funds, and no matching funds will be required of a Member that does not enter into a separate written agreement for HOME-funded activities. Members shall be responsible for providing matching funds for any HOME pass-through grant funds allocated to and accepted for use by that Member under terms to be specified in a HOME Sub-recipient agreement. No matching funds will be required from a Member that does not enter into a HOME Sub-recipient agreement.

Matching funds shall be reported to the Lead Agency, in a format to be determined by the Lead Agency, by the end of each federal fiscal year of this agreement.
- H. **Affirmatively Furthering Fair Housing:** The Lead Agency and the Members agree to affirmatively further fair housing with all HOME Consortium funds under this Agreement in compliance with 24 CFR 92.350. Each Member that enters into a HOME Sub-recipient agreement will be responsible for compliance with HUD regulations and, if applicable, for their own preparation and submission to HUD of an Analysis of Impediments to Fair Housing Choice. The Members agree that funding activities will be prohibited if a Member does not affirmatively further fair housing within its jurisdiction or impedes actions intended to comply with the Consortium's fair housing certification. The Members acknowledges noncompliance by a Member may provide cause for funding sanctions or remedial actions by HUD.
- I. **Program Income:** Program Income as defined at 24 CFR 92.2 generated by a Member will be held by each Member in a separate account specific to the

HOME Program. Program Income will be used first before any additional HOME funds are drawn or requested for reimbursement, and appropriate documentation of the receipt and use of program income will be provided to the Lead Agency in a format to be determined by the Lead Agency and as required for reporting to HUD.

- J. **Indemnification:** Each Member agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other Members of the Consortium harmless from such liability. It is further provided that no liability shall attach to Skagit County as Lead Agency by reason of entering into this agreement except as expressly provided herein. The Members of the Consortium agree to reasonably cooperate in the event litigation is brought against one or more of the Members pursuant to this Agreement by any third party.

#### 4. LEAD AGENCY RESPONSIBILITIES

- A. **Responsibilities:** The Lead Agency will be the governmental entity required to execute all grant agreements for HOME funds received from HUD pursuant to the Consortium's request for HOME funds. The Lead Agency will thereby become and will be held by HUD to have full responsibility for the execution of the HOME Program in compliance with HOME rules, including the requirements of the Consolidated Plan. The Lead Agency will be responsible for leading the development of the Consortium's Consolidated Plan with an annual Action Plan component and for required administrative functions such as reporting on the activities of the Consortium and serving as the liaison between HUD and Consortium Members, for meeting the requirements of other applicable laws, and for the performance of the HOME-funded activities including the HOME-funded projects and activities to be conducted by the Sub-recipients.
- B. **Pass-through Grant Funds:** The Lead Agency shall monitor the performance of any Member that receives pass-through HOME funds and will hold a Member jurisdiction accountable, under terms to be specified in HOME Sub-recipient agreement, for compliance with the requirements set forth in HUD regulations.
- C. **Administrative Activities for the Consortium:** The Lead Agency agrees to provide administrative functions for the Consortium, and specific administrative tasks include, but are not limited to, coordinating the public participation process, developing necessary forms and implementation agreements with Members that receive pass-through HOME funds, drafting program descriptions, notices of funding availability and requests for



proposals, confirming that a Sub-recipient is not debarred from federal funds, providing technical assistance to project sponsors, confirming compliance of funded projects as specified in a HOME Sub-recipient agreement, and preparing required reports.

- D. **Administrative Activities for Members:** The Lead Agency's administrative obligations to the Members shall be limited to the performance of the administrative and program tasks necessary to make HOME funds available to the Members under terms to be specified in HOME Sub-recipient agreements and to provide reporting to HUD on the various projects funded with HOME funds under provisions to be specified in HOME Sub-recipient agreements.
- E. **Reporting Requirements:** The Lead Agency will require Sub-recipients with HOME-funded activities or projects to provide the Lead Agency with HOME Program activity reports including information about program income, if any, derived from the HOME-funded activities.
- F. **Communication:** The Lead Agency will be responsible for communicating periodically, at least once per quarter, to each Member and other interested parties, providing a Consortium status report, an update on prior communications, and requests for feedback and input on pertinent topics. Additional communication protocol will be established during the development of the Consolidated Plan.

## 5. MEMBERS' RESPONSIBILITIES

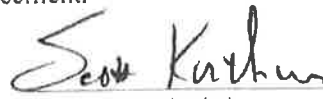
- A. **Action Plan/Consolidated Plan Submissions:** The Members shall provide input that will assist the Lead Agency with the preparation of a Consolidated Plan.
- B. **Reporting Requirements:** If a Member receives any HOME funds under terms to be specified in a HOME Sub-recipient agreement, the Member shall prepare and submit to the Lead Agency for consolidation into a combined report the following reports, if applicable, for submission to HUD according to applicable deadlines: Analysis of Impediments to Fair Housing, Citizen Participation Plan, Minority Business Enterprise/Women's Business Enterprise reports, federal cash transaction reports, and annual HOME Consolidated Action Plan Evaluation Report(s)(CAPER) as well as preparing and submitting any other reporting requirements that are required by HUD.
- C. **Lead Agency and Member Cooperation:** The Lead Agency shall cooperate and work with each Member that receives any HOME pass-through funds under terms to be specified in a HOME Sub-recipient agreement for activities to be conducted or performed within the Member's jurisdiction during the Federal Program Years this Agreement is in effect.
- D. **Disallowed Expenditures:** Each Member that receives pass-through HOME

funds under terms to be specified in a HOME Sub-recipient agreement shall assume full responsibility for repayment of HOME funds for all expenditures made by their jurisdictions that are disallowed by HUD.

- E. **Eligible Expenditures:** Each Member that receives pass-through HOME funds under terms to be specified in a HOME Sub-recipient agreement shall assume overall responsibility for ensuring their projects related to the Consortium's HOME Program are carried out in compliance with the requirements set forth in HUD regulations.
- F. **Eligibility Review and Compliance Monitoring:** Each member that receives pass-through HOME funds under terms to be specified in a HOME Sub-recipient agreement shall provide monitoring of the compliance of projects funded with HOME funds to ensure that they comply with applicable Federal laws and regulations including property standards.

## 6. SPECIAL PROVISIONS

- A. **Amendments:** All amendments to this Agreement must be in writing and signed by all Members except that the Lead Agency shall have authority to amend the Agreement on behalf of all Members to add new Members to the Consortium.
- B. **Severability:** Invalidation of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.
- C. **Financial Obligations of the Parties:** Each party's financial obligations under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge those obligations. Nothing in this Agreement constitutes a debt, a direct or indirect multiple fiscal year obligation, a pledge of the credit of either party, or a payment guarantee by either party to the other party. No Member incurs any financial obligation unless it later signs a HOME Sub-recipient agreement.



Mayor, Scott Korthuis

ATTEST:



City Clerk, Pamela Brown

APPROVED AS TO FORM



City Attorney, Robert Carmichael

**RESOLUTION #929  
FOR INTERLOCAL AGREEMENT  
HOME CONSORTIUM**

A RESOLUTION of the City Council of Mount Vernon, Washington to reauthorize an Interlocal Cooperation Agreement with other municipalities in Skagit County, Whatcom County and Island County, agreeing to participate as a Member of a regional Consortium that has qualified the area for additional funding to address homelessness and the shortage of homes affordable to lower-wage workers and others.

**WHEREAS**, the region has a shortage of homes that lower-wage workers and other low-income people can afford; and

**WHEREAS**, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

**WHEREAS**, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very low-income families, including offers from the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990; and

**WHEREAS**, Skagit, Whatcom and Island counties and the participating cities and town therein established the Skagit HOME Consortium in order to obtain grant funds under the HOME Program guidelines for eligibility; and

**WHEREAS**, eligible Members of the Skagit HOME Consortium have cooperated in establishing the Consortium to increase the level of matching funds available for use within the region and, thereby, assist in meeting the housing affordability needs of the region; and

**WHEREAS**, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington authorizes units of general local government to enter into interlocal agreements to cooperate for public benefit purposes;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Mount Vernon, Washington authorizes its Mayor (or other authorized official) to sign an Interlocal Cooperation Agreement that allows the City of Mount

Vernon to participate as a Member of a Consortium for additional periods that will be automatically renewed every three (3) years.

Adopted this 10<sup>th</sup> day of May, 2017


**City Council of Mount Vernon, Washington**

  
Jill Londreau, Mayor

ATTEST:

  
Doug Volesky, Finance Director

APPROVED AS TO FORM:

  
Kevin Rogerson, City Attorney

RESOLUTION NO. 300

RESOLUTION OF THE CITY OF NOOKSACK, WASHINGTON, TO AUTHORIZE AN INTERLOCAL COOPERATION AGREEMENT WITH OTHER MUNICIPALITIES IN SKAGIT COUNTY, WHATCOM COUNTY AND ISLAND COUNTY, AGREEING TO PARTICIPATE AS A MEMBER OF A REGIONAL CONSORTIUM THAT WILL QUALIFY THE AREA FOR ADDITIONAL FUNDING TO ADDRESS HOMELESSNESS AND THE SHORTAGE OF HOMES AFFORDABLE TO LOWER-WAGE WORKERS AND OTHERS.

WHEREAS, the region has a shortage of homes that lower-wage workers and other low-income people can afford; and

WHEREAS, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

WHEREAS, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very low-income families, including offers from the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990; and

WHEREAS, the HOME Program allows geographically contiguous areas to establish a HOME Consortium in order to obtain grant funds under the HOME Program guidelines for eligibility; and

WHEREAS, eligible Members of a potential three-county HOME Consortium have determined that cooperating to establish a Consortium will increase the level of matching funds available for use within the region and, thereby, assist in meeting the housing affordability needs of the region; and


WHEREAS, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington authorizes units of general local government to enter into Interlocal agreements to cooperate for public benefit purposes;

NOW, THEREFORE, BE IT RESOLVED that the Nooksack City Council authorizes the Mayor to sign an Interlocal Cooperation Agreement that allows the City of Nooksack to participate as a Member of a Consortium in the current qualification period of 2018-2020 and agrees to the automatic renewal of the Interlocal Agreement for successive qualification periods.

Approved by the Nooksack City Council and Passed this 17<sup>th</sup> day of April, 2017.

Attest:

  
CLERK-TREASURER

  
MAYOR

## **RESOLUTION 17-11**

### **A RESOLUTION OF THE CITY OF OAK HARBOR FOR INTERLOCAL COOPERATION AGREEMENT TO ESTABLISH A HOME CONSORTIUM AND RECEIVE FUNDS UNDER THE NATIONAL AFFORDABLE HOUSING ACT FOR THE PROGRAM YEARS 2018 THROUGH 2020**

A RESOLUTION of the City Council of Oak Harbor, Washington to reauthorize an Interlocal Cooperation Agreement with other municipalities in Skagit County, Whatcom County and Island County, agreeing to participate as a Member of a regional Consortium that has qualified the area for additional funding to address homelessness and the shortage of homes affordable to lower-wage workers and others.

**WHEREAS**, the region has a shortage of homes that lower-wage workers and other low-income people can afford; and

**WHEREAS**, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

**WHEREAS**, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very low-income families, including offers from the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990; and

**WHEREAS**, Skagit, Whatcom and Island counties and the participating cities and town therein established the Skagit HOME Consortium in order to obtain grant funds under the HOME Program guidelines for eligibility; and

**WHEREAS**, eligible Members of the Skagit HOME Consortium have cooperated in establishing the Consortium to increase the level of matching funds available for use within the region and, thereby, assist in meeting the housing affordability needs of the region; and

**WHEREAS**, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington authorizes units of general local government to enter into interlocal agreements to cooperate for public benefit purposes;

Resolution 17-11: Interlocal Agreement to Establish a Home Consortium and receive Funds under the  
National Affordable Housing Act for the Program Years 2018-2020

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Oak Harbor, Washington authorizes its Mayor to sign an Interlocal Cooperation Agreement that allows the City of Oak Harbor to participate as a Member of a Consortium for additional periods that will be automatically renewed every three (3) years.

PASSED by the City Council this 18<sup>th</sup> day of April, 2017.

**CITY OF OAK HARBOR**



Robert Severns, Mayor

ATTEST:



Nicole Tesch, Deputy City Clerk

APPROVED AS TO FORM:



Nikki Esparza, City Attorney

Resolution 17-11: Interlocal Agreement to Establish a Home Consortium and receive Funds under the National Affordable Housing Act for the Program Years 2018-2020

RESOLUTION NO.

**Resolution of Skagit county to authorize an Interlocal Cooperation Agreement with other municipalities in Skagit County, Whatcom County and Island County, agreeing to participate as a member of a regional consortium that will qualify the area for additional funding to address homelessness and the shortage of homes affordable to lower-wage workers and others.**

**WHEREAS**, the region has a shortage of homes that lower-wage workers and other low-income people can afford; and

**WHEREAS**, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

**WHEREAS**, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very low-income families, including offers from the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990; and

**WHEREAS**, the HOME Program allows geographically contiguous areas to establish a HOME Consortium in order to obtain grant funds under the HOME Program guidelines for eligibility; and

**WHEREAS**, eligible Members of a the three-county HOME Consortium have determined that cooperating to establish a Consortium will increase the level of matching funds available for use within the region and, thereby, assist in meeting the housing affordability needs of the region; and

**WHEREAS**, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington authorizes units of general local government to enter into Interlocal agreements to cooperate for public benefit purposes;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Skagit County Commissioners authorizes an Interlocal Cooperation Agreement that allows Skagit County to participate as a Member of a Consortium in the current qualification period of 2018-2020 and agrees to the automatic renewal of the Interlocal Agreement for successive qualification periods.



Passed this 19 day of June, 2017.



BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

Ron Wesen  
Ron Wesen, Chair  
**ABSENT**

Kenneth A. Dahlstedt, Commissioner  
Lisa Janicki  
Lisa Janicki, Commissioner

Attest:

Linda Hanuman  
Clerk of the Board

Approved as to form:

M. R. [Signature] (6/11/2017)  
Prosecuting Attorney

Approved as to Content:

[Signature]  
Department Head

RESOLUTION NO. 763

RESOLUTION OF THE CITY OF SUMAS TO AUTHORIZE AN INTERLOCAL COOPERATION AGREEMENT WITH OTHER MUNICIPALITIES IN SKAGIT COUNTY, WHATCOM COUNTY AND ISLAND COUNTY, AGREEING TO PARTICIPATE AS A MEMBER OF A REGIONAL CONSORTIUM THAT WILL QUALIFY THE AREA FOR ADDITIONAL FUNDING TO ADDRESS HOMELESSNESS AND THE SHORT AGE OF HOMES AFFORDABLE TO LOWER-WAGE WORKERS AND OTHERS.

WHEREAS, the region has a shortage of homes that lower-wage workers and other low-income people can afford; and

WHEREAS, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

WHEREAS, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very low-income families, including offers from the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990; and

WHEREAS, the HOME Program allows geographically contiguous areas to establish a HOME Consortium in order to obtain grant funds under the HOME Program guidelines for eligibility; and

WHEREAS, eligible Members of a potential three-county HOME Consortium have determined that cooperating to establish a Consortium will increase the level of matching funds available for use within the region and, thereby, assist in meeting the housing affordability needs of the region; and

WHEREAS, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington authorizes units of general local government to enter into Interlocal agreements to cooperate for public benefit purposes;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Mayor to sign an Interlocal Cooperation Agreement that allows the City of Sumas to participate as a Member of a Consortium in the current qualification period of 2018-2020 and agrees to the automatic renewal of the Interlocal Agreement for successive qualification periods.

Approved by the Mayor and City Council and Passed this 10<sup>th</sup> day of April, 2017.

Attest:

  
CLERK-TREASURER

MAYOR



PROPOSED BY: Health Department

INTRODUCED: \_\_\_\_\_

RESOLUTION NO. 2017-025

**Authorizing Interlocal Cooperation Agreement with other municipalities in Skagit County,  
Whatcom County and Island County, agreeing to participate as a Member of a regional  
Consortium that will qualify the area for additional funding to address homelessness and the  
shortage of homes affordable to lower-wage workers and others**

**WHEREAS**, the region has a shortage of homes that lower-wage workers and other low-income people can afford; and

**WHEREAS**, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

**WHEREAS**, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very low-income families, including offers from the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990; and

**WHEREAS**, the HOME Program allows geographically contiguous areas to establish a HOME Consortium in order to obtain grant funds under the HOME Program guidelines for eligibility; and

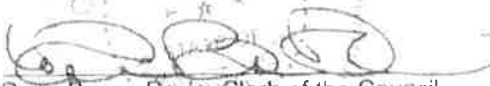
**WHEREAS**, eligible Members of the three-county HOME Consortium have determined that cooperating to establish a Consortium will increase the level of matching funds available for use within the region and, thereby, assist in meeting the housing affordability needs of the region; and

**WHEREAS**, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington authorizes units of general local government to enter into Interlocal agreements to cooperate for public benefit purposes;

**NOW, THEREFORE, BE IT RESOLVED** that the Whatcom County Council authorizes Jack Louws, County Executive, as the authorized Chief Administrative Official and authorized representative to sign an Interlocal Cooperation Agreement that allows Whatcom County to participate as a Member of a Consortium for a renewed period ending in June 2021, with automatic renewal of the Agreement for successive qualification periods.

APPROVED THIS 21st day of May, 2017

ATTEST:

  
Dana Brown-Davis, Clerk of the Council

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

  
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Civil Deputy Prosecutor

