

## **MEMORANDUM OF UNDERSTANDING for Governance, Decision Making and Administration of the Community Development Block Grant Program**

This memorandum of understanding (MOU) is entered into duplicate originals between Thurston County (hereinafter the "County"), a political subdivision of the State of Washington, and the City of Tumwater (hereinafter the "City"), a municipal corporation within Thurston County, for purposes of defining a governance, decision making and administrative structure to manage the Community Development Block Grant (hereinafter the "CDBG") entitlement funding. These CDBG funds are referenced in the Interlocal Cooperation Agreement (Agreement) between the County and the City to participate and receive funds under the federal CDBG entitlement program.

WHEREAS, the County and the City have agreed to pursue funding from the Department of Housing and Urban Development (HUD) for CDBG;

WHEREAS, the County and the City recognize the need to create a governance/administrative structure to manage CDBG funding in a fair and equitable way with particular attention paid to meeting both urban and rural needs;

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

I. The County shall be the administrator of the CDBG Entitlement Program in accordance with the provisions of the Agreement referenced above.

II. Decisions for the division of CDBG funding for each year within the three-year term of the agreement shall rotate on an annual basis with south county and unincorporated county have the authority to select CDBG funded projects in odd years and Tumwater in even years. Projects selected for an award in south county and unincorporated county shall be made by a committee consisting of equal representation from incorporated and unincorporated jurisdictions. Each of the parties shall receive CDBG grant funds in an amount equal to the annual allocation of CDBG grant funds for each year it selects CDBG funded projects less 20% of the grant that will be applied toward the County's administrative costs, unless specifically waived by a party to this agreement.

III. This Memorandum of Understanding will terminate in coordination with the end date of the Agreement.

IV. This Memorandum of Understanding creates no separate legal entity.

V. Prior to its entry into force, this Memorandum of Understanding shall be filed with the Thurston County Auditor's Office or posted upon the websites of the County and City as provided by RCW 39.34.040.

VI. This Memorandum of Understanding shall be governed by the laws of the State of Washington as to interpretation and performance. The parties agree that venue for enforcement of any provisions shall be the Superior Court of Thurston County.

VII. This Agreement shall be effective upon the signature by the last of the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Understanding to be executed by the dates and signature herein under affixed. The persons signing this MOU on behalf of the parties represent that each has authority to execute this MOU on behalf of the party entering into this MOU.

**Thurston County**

**City of Tumwater**

\_\_\_\_\_  
Tye Menser, Chair of Board

\_\_\_\_\_  
Debbie Sullivan, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Attorney