

**Intergovernmental Agreement
Between the
West Virginia Development Office
And the
West Virginia Housing Development Fund**

This Intergovernmental Agreement ("AGREEMENT") is hereby made and entered into by and between the West Virginia Development Office, hereinafter referred to as the "Grantee," and the West Virginia Housing Development Fund hereinafter referred to as the "Fund".

WHEREAS, the State received certain funds from the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (hereinafter referred to as "Community Development Act") for utilization in connection with its Neighborhood Stabilization Program ("NSP") and Community Development Block Grant Disaster Recovery funds (the "CDBG-DR"); and

WHEREAS, The Grantee has been charged with the administration of NSP and CDBG-DR; and

WHEREAS, the Fund has agreed to provide certain support to the Grantee for the NSP and the CDBG-DR as set forth herein.

NOW, THEREFORE BE IT RESOLVED that the parties hereto severally and collectively agree which, by the execution hereof, constitutes a proper and valid agreement between the parties.

**ARTICLE I
ADMINISTRATIVE AND PROGRAM DEVELOPMENT
COSTS REIMBURSEMENT**

The Grantee will reimburse the Fund for its costs as follows:

1. Upon full execution of this Agreement, the Fund may immediately request reimbursement for administrative and program development activities conducted relating to the NSP or CDBG-DR for services rendered beginning June 1, 2018.

2. The Fund will invoice the Grantee monthly for all administrative and program development expenses related to NSP and CDBG-DR no later than 30 days after month end. Grantee will remit payments for such invoices no later than 30 days from receipt of invoice. The Fund will issue separate invoices for NSP and CDBG-DR, in the form attached hereto as Exhibit A, which may be submitted via email.

3. Eligible expenses for reimbursement under paragraphs 1 and 2 above include all administrative expenses including direct costs for salaries and benefits as well as direct and indirect expenses such as travel, training, telephone, rent, and office supplies incurred in

relation to the both CDBG-DR Funds and the NSP Funds. Administrative expenses eligible for reimbursement also include any professional fee expenses incurred in providing services under this Agreement, including, but not limited to consultant fees, attorney fees, market study fees, and environmental fees.

ARTICLE II **SCOPE OF SERVICES**

1. **Clendenin School:** The Fund will provide services under this Agreement relating to the use of NSP funds and CDBG-DR funds to relocate the eighteen (18) rental units formerly located at the Riverview Project in Clendenin, West Virginia (the “Clendenin School Project”). All services that the Fund agrees to provide relating to the Clendenin School Project will be further subject to the requirements set forth below.

2. **Rise WV Multifamily Rental Housing Program:** The Fund will develop, implement, and administer the Rise WV Multifamily Rental Housing Program (the “Rise MF Program”) described in the West Virginia Community Development Block Grant Disaster Recovery Action Plan for the use of CDBG-DR funds in response to the floods of June 2016 as amended (collectively, the “Action Plan”). The Grantee acknowledges that the Fund will prepare a proposed amendment to the Action Plan regarding the Rise MF Program, and the Grantee agrees to provide any assistance needed to the Fund in preparing the amendment and to provide the proposed amendment to HUD for approval. All services that the Fund agrees to provide relating to the Rise MF Program will be further subject to the requirements set forth below.

3. **Entire Agreement.** The parties agree that this Agreement replaces, terminates, and supersedes all other written or oral agreements between the parties regarding NSP or CDBG.

ARTICLE III **DESIGNATION OF RESPONSIBILITIES** **FOR THE CLENDENIN SCHOOL PROJECT**

1. **Fund’s Responsibilities.** Subject to the limitations set forth above, the Fund will assist the Grantee in developing a plan for the Clendenin School Project (the “Clendenin School Plan”) using NSP and CDBG-DR funds that is acceptable to HUD.

2. **The Grantee’s Responsibilities.** The Grantee will work with AU Associates, Inc. and HUD, as necessary, to transfer the Clendenin School Project as required by the NSP regulations to a new developer and will take any other action necessary to allow NSP funds to be used for the Clendenin School Project.

3. **Joint Responsibilities.** Once the parties obtain HUD’s approval of the Clendenin School Plan, including HUD’s approval to use NSP funds for the Clendenin School Project, the parties agree that this Agreement may be amended, as necessary, to further define each parties’

roles relating to the ongoing development of the Clendenin School Project.

ARTICLE IV
DESIGNATION OF RESPONSIBILITIES
FOR THE RISE MF PROGRAM

1. **Fund's Responsibilities.** Subject to the limitations set forth above, the Fund will provide the following services to the Grantee relating to the Rise MF Program:

- a. Contract for a housing needs assessment to determine the need for affordable rental housing in each county eligible for CDGB-DR funding. Any costs the Fund incurs in obtaining the market study will qualify for reimbursement from the Grantee as set forth above in Article I or from other available CDBG-DR funds.
- b. Develop Rise MF Program guidelines (the "Rise MF Program Guide"). The parties agree that the Fund may hire a consultant to assist in the development of the Rise MF Program Guide, as deemed necessary by the Fund, in its sole discretion.
- c. Prepare a proposed Amendment to the Action Plan based on the Rise MF Program Guide, if necessary (the "RISE MF Program Amendment").

2. **The Grantee's Responsibilities.** The Grantee will be responsible for the following activities regarding the Rise MF Program:

- a. Assist the Fund as necessary in obtaining HUD's approval of the RISE MF Program Amendment.
- b. Provide any information requested by the Fund to assist in the development of the Rise MF Program Guide.

3. **Joint Responsibilities.** Once the parties have obtained HUD's approval of the Rise MF Program Amendment, the parties agree that this Agreement may be amended, as necessary, to further define each parties' roles relating to the ongoing development of the Rise MF Program.

ARTICLE V
OTHER RESPONSIBILITIES

1. The Grantee agrees to designate and maintain an employee or employees, as necessary, to ensure the compliance with all of its obligations and responsibilities under this Agreement and to assist the Fund in meeting all of its obligations and responsibilities under this Agreement. If the Grantee shall fail to maintain and designate such employee or employees, the Fund may immediately terminate this Agreement.

2. Any information, data, reports, etc., prepared or assembled by the Fund and/or the Grantee under this Agreement, are considered confidential and may only be shared with prior approval by

the Grantee or as required by law, including, but not limited to the West Virginia Freedom of Information Act.

ARTICLE VI
CONTINUATION AND CANCELLATION

1. This Agreement may be cancelled at any time by mutual written agreement of the parties. The Fund may cancel this Agreement at any time if the Grantee violates any term or condition of this Agreement with thirty (30) days written notice to the Grantee.

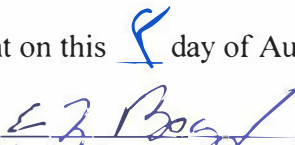
2. In the event the Grantee wishes to extend the term of this Agreement, the Grantee shall notify the Fund in writing as soon as possible, and no later than sixty (60) days before the expiration of this Agreement of said request. This Agreement may be continued beyond its expiration only by agreement of the parties. Any agreement to extend this Agreement must be in writing and signed by all parties.

3. This Agreement may be amended at any time by the mutual written agreement of the parties.

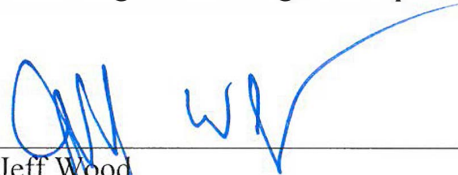
ARTICLE VII
DURATION

This Agreement is effective beginning on the date set forth below and shall continue in effect until August 1, 2019 or until it is replaced or cancelled pursuant to Article VI. At such time, the Fund will endeavor to ensure the orderly transition of duties to the Grantee.

We, the undersigned, enter into this Agreement on this 9 day of August, 2018.



Erica L. Boggess
Executive Director
West Virginia Housing Development Fund



Jeff Wood
Director, RISE WV
West Virginia Development Office

Exhibit A
Form of Invoice

July 19, 2018

West Virginia Development Office
1900 Kanawha Boulevard, East
Building 3, Room 700
Charleston, WV 25305

To Whom It May Concern:

The following are direct expenses incurred by the staff of the West Virginia Housing Development Fund for the NSP Program in conjunction with the Intergovernmental Agreement, dated June 2018, for the month of June 2018. These expenses are hereby certified to be actual direct expenses.

<u>Employee</u>	<u># of hours</u>
Employee #1	5.00
Employee #2	5.00
Total Hours	10.00
Salary Expense	\$ 150.00
Pension (11.0%)	16.50
FICA (7.65% of salaries)	11.48
Total Direct Expenses	<u>\$ 177.98</u>

If you have questions or need additional information, please contact me.

Very truly yours,

WEST VIRGINIA HOUSING DEVELOPMENT FUND

Trisha Hess
Accounting Manager