

RESOLUTION

Franklin County Resolution No. 2016 116

BEFORE THE BOARD OF COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON;

RE: INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FRANKLIN, AND: THE CITY OF PASCO, THE CITY OF CONNELL, THE CITY OF MESA, AND THE CITY OF KAHLOTUS; IN PROVIDING FOR LOCAL HOMELESS HOUSING AND ASSISTANCE PROGRAMS/PLANS

WHEREAS, the Homeless Housing Assistance Act (HHAA-E2SHB2163), passed by the 2005 Washington State Legislature, requires governments to adopt ten year plans effective December 31, 2005, to address homelessness; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts and agreements on behalf of the such county and have the care of county property and management of county funds and business; and

WHEREAS, under the authority of RCW 36.22.179 and Chapter 43.185C RCW, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to enter into an agreement with the City of Pasco, the City of Connell, the City of Mesa, and the City of Kahlotus in providing for local homeless housing and assistance programs;

NOW, THEREFORE, BE IT RESOLVED, the Franklin County Board of Commissioners hereby approves the attached Interlocal Agreement between Franklin County, the City of Pasco, the City of Connell, the City of Mesa, and the City of Kahlotus in providing for local homeless housing and assistance programs/plans; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences upon execution by Franklin County Commissioners and shall terminate 10 years thereafter.

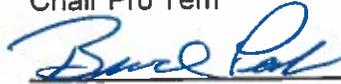
Dated this 16 day of MARCH, 2016



Chair



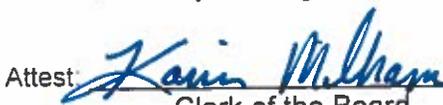
Chair Pro Tem



Member

Constituting the Board of County Commissioners of Franklin County, Washington

Attest:



Clerk of the Board

WHEN RECORDED RETURN TO:

City of Pasco
525 North 3rd
Pasco, WA 99301

City of Connell
PO Box 1200
Connell, WA 99326

City of Mesa
PO Box 146
Mesa, WA 99343

City of Kahlotus
PO Box 100
Kahlotus, WA 99335

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FRANKLIN, AND:
THE CITY OF PASCO, THE CITY OF CONNELL, THE CITY OF MESA, AND THE
CITY OF KAHLOTUS; IN PROVIDING FOR LOCAL HOMELESS HOUSING AND
ASSISTANCE PROGRAMS/PLANS**

This Interlocal Agreement, hereinafter referred to as "Agreement", is entered into as of the 16 day of March, 2016 between Franklin County, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY," with its principal offices located at 1016 North 4th Avenue, Pasco Washington, 99301; the City of Pasco, a municipal corporation with its principal offices located at 525 North Third, Pasco, Washington 99301; the City of Connell, a municipal corporation with its principal offices located at 104 E Adams Street, Connell, Washington, 99326-1200; the City of Mesa, a municipal corporation with its principal offices located at 103 Franklin Street, Mesa, Washington 99343; the City of Kahlotus, a municipal corporation with its principal offices located at E 130 Weston, Kahlotus, Washington 99335; hereinafter all the aforementioned cities referred to collectively as "CITIES."

This Agreement is entered into by the COUNTY under the authority of RCW 36.32.120, RCW 36.22.179, and Chapter 43.185C RCW. This Agreement is entered into by the CITIES under authority of RCW 36.22.179 and Chapter 43.185C RCW. This Agreement is in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act.

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party it is agreed as follows:

Sec. 1. Purpose: The purpose of this Agreement shall be to provide for the collection, administration, and expenditure of RCW 36.22.179 funds (also commonly referred to as "HHAA" or "2163" funds, after the name and number of the enacting legislation) to accomplish the purposes of chapter 484, Laws of 2005, RCW 36.22.179, and Chapter 43.185C RCW in the COUNTY'S and CITIES' providing of local homeless housing programs/plans.

Sec. 2. Parties: The parties to this Agreement shall be Franklin County, the City of Pasco, the City of Connell, the City of Mesa, and the City of Kahlotus.

Sec. 3. Term: This Agreement shall be for ten (10) years from the date of execution unless any party elects to terminate the Agreement per the termination clause of this Agreement. Renewal of this Agreement shall be by separate written agreement of the parties.

Sec. 4. The COUNTY shall:

- 1) By resolution approve and operate a homeless housing program/plan as authorized per Chapter 43.185C RCW.

- 2) File the homeless housing program/plan with the State of Washington Department of Community, Trade, and Economic Development.
- 3) Collect all funds authorized by RCW 36.22.179.
- 4) By ordinance create a Homeless Housing and Assistance Fund or Account for deposit of the specified percentage of RCW 36.22.179 funds detailed in Section 4(5)(ii) of this Agreement.
- 5) Administer all collected RCW 36.22.179 funds in the following sequential order as follows:
 - i) Retain two percent (2%) of all funds collected under RCW 36.22.179 as a COUNTY collection fee.
 - ii) Deposit sixty percent (60%) of the remaining balance of collected RCW 36.22.179 funds into the Homeless Housing and Assistance Fund, six percent (6%) of which subsequently may be paid to the COUNTY general fund to satisfy its administrative costs related to the homeless housing program/plan, and the balance used by the COUNTY for programs that directly accomplish the goals of the Benton and Franklin Counties 10 Year Homeless Housing Plan and in accordance with RCW 43.185C.050, as now in effect or hereafter amended.
 - iii) The remaining portion of the funds collected under RCW 36.22.179 funds shall be remitted to the State Treasurer for deposit in the State's homeless housing account.
- 6) The COUNTY may enter into a separate Professional Services Agreement with an independent contractor to assist with the continued development and management of the Franklin County homeless housing plan referenced above, and the implementation thereof; and use any or all of the six percent referenced above to pay for such services.
- 7) The Benton and Franklin Counties Department of Human Services is designated as the representative of the COUNTY and as the "local government" as defined in the Act for administering ESSHB 2163 and ESSHB 1359 funds retained by the COUNTY Auditor pursuant to the Act, to be used for the following purposes, within Franklin County:
 - i) Rental and furnishings of units for the use of homeless persons.
 - ii) Costs of developing affordable housing for homeless persons and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness.
 - iii) Operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals.
 - iv) Services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness.
 - v) Temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless.
 - vi) Outreach services for homeless individuals and families.

- vii) Development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals.
- viii) Rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless.
- ix) Other activities to reduce and prevent homelessness as identified for funding in the local plan.
- x) Other duties as required by the State of Washington and the U. S. Department of Housing and Urban Development such as the COUNTY'S administration of the annual Point in Time Count, submission of data and required reports, participation in a Homeless Management Information System (HMIS), and coordination of a countywide homeless housing taskforce.

Sec. 5. Each City shall:

- 1) Be authorized to appoint two (2) persons to the Benton Franklin Housing Continuum of Care which shall serve in an advisory capacity to the Benton and Franklin Counties Department of Human Services. These seats may be filled with elected officials or designees, to be determined by the individual city.
- 2) This right is in return for the CITIES decision to not receive funds collected by the COUNTY under RCW 36.22.1791 for the purpose of operating their own homeless housing program as authorized by RCW 43.185C.080. The funds collected by the COUNTY under RCW 36.22.1791 instead shall be directed towards programs that accomplish the goals of the COUNTY's homeless housing program.
- 3) By executing this Agreement, the CITIES authorize the COUNTY to contract for services, as referenced in Section 4(6) of this Agreement.

Sec. 6. Mutual Cooperation: All parties to this Agreement agree to provide mutual cooperation and make good faith efforts to assist one another in fulfilling the terms of this Agreement.

Sec. 7. No Property Acquisition or Joint Financing: This Agreement does not provide for the acquisition, holding, or disposal of property other than the funds collected hereunder. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

Sec. 8. Termination: Notwithstanding any other provision of this Agreement, any party may terminate this Agreement effective January 1st of any given year by giving written notice of intent to terminate by July 1st of the preceding year (providing at least 6 months notice), with the termination to become effective no earlier than January 1st of the following year. Such notice of termination shall be by appropriate action of the elected governing body of the terminating party and shall be provided to all parties subject to this Agreement.

Sec. 9. Notice: Any formal notice or communication to be given under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed:

To: Franklin County
Attn: County Administrator
1016 North 4th Avenue
Pasco, WA 99301

To: City of Pasco
525 North Third
Pasco, WA 99301

To: City of Connell
104 E Adams Street
P.O. Box 1200
Connell, WA 99326-1200

To: City of Mesa
103 Franklin Street
P.O. Box 146
Mesa, WA 99343

To: City of Kahlotus
E. 130 Weston
P.O. Box 100
Kahlotus, WA 99335

Sec. 10. Independent Contractors: The parties and their employees or agents performing under this Agreement are not deemed to be employees, officers, or agents of the other parties to this Agreement and shall be considered independent contractors.

Sec. 11. Record Keeping: All parties to this Agreement shall maintain books, records, documents, and other evidence that properly reflect all costs of any nature expended in the performance of this Agreement. Such records shall reflect financial procedures and practices, participant records, statistical records, property and materials records, and supporting documentation. These records shall be subject at all reasonable times to review and audit by the parties to this Agreement, the Office of the Washington State Auditor, and other officials so authorized by law.

Sec. 12. Non-Discrimination: All parties to this Agreement certify that they are equal opportunity employers.

Sec. 13. Liability: Each party to this Agreement shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of its officers, officials, and employees arising out of any duty performed, or not performed, while acting in good faith within the scope of this Agreement.

Sec. 14. No Third-Party Beneficiaries: The parties to this Agreement do not intend by this Agreement to assume any contractual obligations to anyone other than the parties to this Agreement. The parties do not intend that there be any third-party beneficiaries.

Sec. 15. Assignment: No parties to this Agreement shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other parties.

Sec. 16. Amendments or Modifications: This Agreement may be amended, altered, or changed in any manner by the mutual written consent of all parties.

Sec. 17. Waiver: No waiver by any party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

Sec. 18. Severability: If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall continue in full force and effect.

Sec. 19. Administrator Designee for this Interlocal Cooperation Agreement: The Board of Franklin County Commissioners is designated as the administrator responsible for overseeing and administering this Agreement which provides for a joint and cooperative undertaking.

Sec. 20. Filing: Copies of this Agreement shall be filed with the Franklin County Auditor and the Secretary of State after execution of this Agreement by all parties.

Sec. 21. Counterparts: This Agreement may be executed by facsimile and in any number of current parts and signature pages hereof with the same effect as if all parties to this Agreement had all signed the same document. All executed current parts shall be construed together, and shall, together with the text of this Agreement, constitute one and the same instrument.

Sec. 22. Effective: This Agreement shall become effective upon approval by all of the parties and recording with the Franklin County Auditor.

Dated this 16 day of MARCH, 2016

BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Brad Peck



Rick Miller



Robert E. Koch

Attest:

Approved as to Form:



Clerk of the Board



Deputy Prosecuting Attorney

CITY OF PASCO



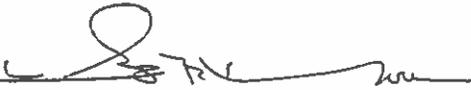
Name: MATT Watkins

Title: MAYOR 2/1/16

Attest:

 Title: CITY CLERK

Approved as to Form:

 Title: City Attorney

CITY OF CONNELL

Bruce Blackwell

Name: BRUCE BLACKWELL

Title: MAYOR

Attest:

Maria & Lisa

Title: City Clerk Treasurer

Approved as to Form:

A. Hill

Title: City Attorney

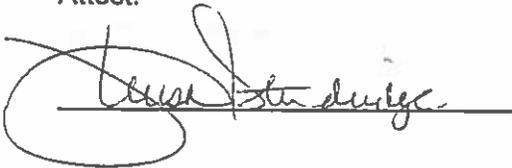
CITY OF MESA



Name: DAVID M. FERGUSSON

Title: MAYOR

Attest:



Title: CLERK TREASURER

Approved as to Form:

_____ Title: _____

CITY OF KAHLOTUS

Name: David A Wooten

Title: Mayor Pro Tem

Attest:

Bree Van Hillebeke Title: Clerk/Treasurer

Approved as to Form:

David A Wooten Title: Mayor Pro Tem