

RESOLUTION NO. 2017-12

A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF BENTON, AND: THE CITY OF BENTON CITY, THE CITY OF KENNEWICK, THE CITY OF PROSSER, THE CITY OF RICHLAND, AND THE CITY OF WEST RICHLAND REGARDING ADMINISTERING FUNDS GENERATED AS A RESULT OF STATE OF THE AFFORDABLE HOUSING FOR ALL SURCHARGE (RCW 36.22.178); PROVIDING FOR APPOINTMENT OF A MEMBER OF THE SURCHARGE STEERING COMMITTEE; AND AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT

WHEREAS, the Washington legislature has provided for funding of low-income housing and housing assistance by the creation of the "Affordable Housing for All Fund" which in part is administered by the counties for the benefit of very low-income households residing within the cities and the unincorporated areas of the County; and

WHEREAS, portions of such funds are retained by the County for application on a local basis under the terms of an Interlocal Agreement which provides for the administration of the funds through a Surcharge Steering Committee, which includes a representative of the City appointed by the City Council; and

WHEREAS, it has been determined by the City Council that participation in this Interlocal Agreement and the Exhibit thereto, provides a most efficient manner of distribution of these funds to those truly in need; and

WHEREAS, the renewed Interlocal Agreement signed in 2015 has expired, and a new Interlocal Agreement should be entered into to maintain the benefits to low-income households in the City of Benton City. NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, hereby resolves as follows:


Section 1. That the City of Benton City enter into that Interlocal Agreement between the County of Benton, and: the City of Benton City, the City of Kennewick, the City of Prosser, the City of Richland, and the City of West Richland regarding administering funds generated as a result of state of the affordable housing for all surcharge, RCW 36.22.179, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A.

Section 2. The Mayor of the City of Benton City be authorized and directed to sign said Interlocal Agreement.

Section 3. That a City representative to the Surcharge Steering Committee be appointed pursuant to BCMC 2.08.025.

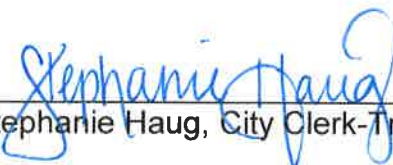
ADOPTED this 6 day of June, 2017, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 6 day of June, 2017.

Resolution 2017-12 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 6 day of June, 2017.



Linda Lehman, Mayor

Attest:



Stephanie Haug, City Clerk-Treasurer

Approved as to Form:



Kerr Law Group, City Attorney

WHEN RECORDED RETURN TO:

City of Benton City 708 Ninth Street PO Box 70 Benton City, WA 99320	City of Kennewick 210 West Sixth PO Box 6108 Kennewick, WA 99336	City of Prosser 601 Seventh PO Box 271 Prosser, WA 99350	City of Richland 505 Swift Blvd PO Box 190 Richland, WA 99352	City of West Richland 3801 Van Giesen St West Richland, WA 99353
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**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF BENTON, AND:
THE CITY OF BENTON CITY, THE CITY OF KENNEWICK, THE CITY OF
PROSSER, THE CITY OF RICHLAND, AND THE CITY OF WEST RICHLAND;
FOR PROVIDING FOR LOCAL HOMELESS HOUSING AND
ASSISTANCE PLANS AND PROGRAMS**

This Interlocal Agreement, hereinafter referred to as "Agreement," is entered into between Benton County, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY," with its principal offices located at 620 Market Street, Prosser, Washington 99350; the City of Benton City, a municipal corporation with its principal offices located at 708 Ninth Street, Benton City, Washington 99320; the City of Kennewick, a municipal corporation with its principal offices located at 210 West Sixth, Kennewick, Washington 99336; the City of Prosser, a municipal corporation with its principal offices located at 601 Seventh Street, Prosser, Washington 99350; the City of Richland, a municipal corporation with its principal offices located at 505 Swift Boulevard, Richland, Washington 99352; and the City of West Richland, a municipal corporation with its principal offices located at 3801 Van Giesen Street, West Richland, Washington 99353; 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.

Sec. 2. Parties:

The parties to this Agreement shall be Benton County, the City of Benton City, the City of Kennewick, the City of Prosser, the City of Richland, and the City of West Richland.

Sec. 3. Term:

This Agreement shall be for five (5) 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:

- a) The COUNTY shall collect all funds authorized by RCW 36.22.179.
- b) The COUNTY shall maintain the Homeless Housing and Assistance Fund, created by Benton County Resolution No. 05-505 on August 8, 2005, for continued deposit of funds as specified in this Agreement.
- c) The COUNTY shall distribute all funds collected under RCW 36.22.179 in the following sequential order:
 - i) Two percent (2%) of all funds collected under RCW 36.22.179 shall be deposited in the COUNTY's general fund as reimbursement for collection costs and administration.
 - ii) Of the remainder, the COUNTY shall deposit sixty percent (60%) into the Homeless Housing and Assistance Fund, six percent (6%) of which subsequently may be paid to the COUNTY's general fund to satisfy its administrative costs related to the homeless housing program/plan, and the balance may be 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.
- d) The COUNTY may enter into a separate Professional Services Agreement with an independent contractor to assist with the continued development and management of the Benton County homeless housing plan referenced above, and the implementation thereof; and use any or all of the six percent (6%) of funds in the Homeless Housing and Assistance Fund allocated for administrative costs, referenced above, to pay for such services.
- e) The Benton and Franklin Counties' Department of Human Services is designated as the representative of the COUNTY and as the "local government" designated in the Acts for administering ESSHB 2163 (Chapter 484, Laws of 2005) and ESSHB 1359 (Chapter 427, Laws of 2007) funds retained by the COUNTY Auditor pursuant to the Acts, to be used for the following purposes within Benton 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 (30%) 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. The CITIES:

- a) Each city is 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.
- b) The right provided to the CITIES under Section 5(a) is in return for the CITIES decision not to 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.
- c) By executing this Agreement, the CITIES authorize the COUNTY to contract for services, as referenced in Section 4(d) 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, 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 either (1) immediately if hand-delivered to the following addresses, or (2) three days following the date of mailing if mailed postage prepaid to the following addresses:

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|---|--|
| To: Benton County
Attn: County Administrator
Post Office Box 150
Prosser, Washington 99350 | To: City of Prosser
601 Seventh
Post Office Box 271
Prosser, Washington 99350 |
| To: City of Benton City
708 Ninth Street
Post Office Box 70
Benton City, Washington 99320 | To: City of Richland
505 Swift Boulevard
Post Office Box 190
Richland, Washington 99350 |
| To: City of Kennewick
210 West Sixth
Post Office Box 6108
Kennewick, Washington 99336 | To: City of West Richland
3801 Van Giesen Street
West Richland, Washington 99353 |

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 Benton 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 Benton 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 Benton County Auditor.

Dated this _____ day of _____, 2017.

BOARD OF COMMISSIONERS
BENTON COUNTY, WASHINGTON

Chairman

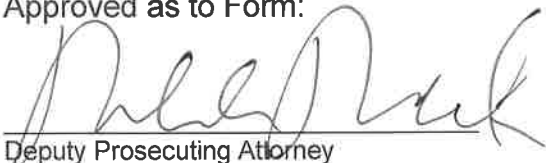
Member

Member

Attest:

Clerk of the Board

Approved as to Form:



Deputy Prosecuting Attorney

CITY OF BENTON CITY

L. Lehman

Linda Lehman, Mayor

Attest:

Stephanie Hauge

Title: *City Clerk/Treasurer*

Approved as to Form:

[Signature]

Title: *City Attorney*