

Return Address:  
Sandra Van Osten  
Community & Economic Development Department  
City of Wenatchee  
P.O. Box 519  
Wenatchee, WA 98807-0519

**INTERLOCAL AGREEMENT  
RELATED TO HOMELESS FUNDS**

Reference numbers of related documents: 2351195

Grantors:

1. CHELAN COUNTY
2. DOUGLAS COUNTY
3. CITY OF EAST WENATCHEE
4. CITY OF WENATCHEE

Grantees:

1. CITY OF WENATCHEE

Legal Description:

1. N/A
2. Additional legal description is on page N/A of document

Assessor's Property Tax Parcel Number(s): N/A

Filed with the Auditor pursuant to RCW 39.34.040

THIS AGREEMENT is entered into between Chelan and Douglas Counties and the Cities of East Wenatchee and Wenatchee for the purpose of administration and use of funds for the implementation of (1) the "Ten Year Plan to Reduce Homelessness in Chelan and Douglas Counties," (2) the "Consolidated Homeless Grant," (3) the "Housing and Essential Needs Grant"; and (4) the "Emergency Solutions Grant".

WHEREAS, the Washington State Legislature passed Engrossed Second Substitute House Bill 2163 in 2005 that directed local government entities to prepare and enact a ten-year homeless housing plan with a minimum goal of reducing homelessness by fifty percent (50%) by July 1, 2015 and authorized the collection of a Ten Dollar (\$10.00) surcharge on documents recorded in the County Auditor's office; and

WHEREAS, the Washington State Legislature passed Engrossed Second Substitute House Bill 1359 that directed the County Auditor to charge an additional Ten Dollar (\$10.00) charge, or Thirty Dollar (\$30.00) surcharge during July 1, 2009-August 31, 2012, or Forty Dollar (\$40.00) surcharge during September 1, 2012 – June 30, 2019, to accomplish the goals of the local homeless housing plan; and

INTERLOCAL AGREEMENT RELATED TO  
HOMELESS FUNDS – 11/2015

WHEREAS, the Washington State Department of Commerce is combining various emergency shelter and transitional housing programs into a single "Consolidated Homeless Grant" to local governments (and other designated entities), providing funds to address the needs of people who are homeless or at risk of homelessness, as described in the Local Homeless Plans for each county; and

WHEREAS, the Washington State Legislature passed Engrossed Senate House Bill 2082 in 2011 that created three new programs to replace the "Disability Lifeline Program," including the "Housing and Essential Needs Grant" being granted to local governments and community based organizations and administered by the Washington State Department of Commerce; and

WHEREAS, the Department of Housing and Urban Development (HUD) passed the Homeless Emergency Assistance and Rapid Transitions to Housing Act of 2009 (HEARTH Act) that created the Emergency Solutions Grant being granted to local governments and community-based organizations and administered by the Washington State Department of Commerce; and

WHEREAS, the parties engaged in a joint collaborative public process with a Local Homeless Housing Task Force to complete the "Ten-Year Plan to Reduce Homelessness in Chelan and Douglas Counties" in December 2005 and applicable homeless surcharges are being collected in the Chelan and Douglas County Auditor's offices and held by the Treasurers of the two counties; and

WHEREAS, the parties entered into an Interlocal Agreement on August 27, 2006, for the purpose of administering and distributing "Homelessness Funds" created by HB 2163 in accordance with the Joint Homelessness Plan; and

WHEREAS, the parties wish to continue to work collaboratively and combine all above-referenced funds to be administered by one entity to serve Chelan and Douglas County residents consistent with the "Ten-Year Plan to Reduce Homelessness in Chelan and Douglas Counties," as now or hereafter may be updated; and

WHEREAS, the parties recognize the largest portion of the homeless and at-risk population in the two county area is located within the City of Wenatchee, and similarly most of the agency and non-profit resources for addressing homeless and at-risk needs are located within the City of Wenatchee.

NOW, THEREFORE, the parties agree as follows:

1. Duration and Termination.

- 1.1 The term of this Agreement shall commence upon execution and recording with the Chelan County Auditor and the Douglas County Auditor and shall remain in effect until terminated by any party upon not less than ninety (90) days prior written notice to the other parties.

- 1.2 The parties may mutually terminate this Agreement at any time by a writing signed by the authorized representatives of each party.
  
2. Purpose. The purpose of this Agreement is for the administration and use of funds for the implementation of (1) the "Ten-Year Plan to Reduce Homeless in Chelan and Douglas Counties," (2) the "Consolidated Homeless Grant," (3) the "Housing and Essential Needs Grant" and (4) the "Emergency Solutions Grant".
  
3. Administration.
  - 3.1 No separate legal or administrative entity is created by this Agreement.
  
  - 3.2 The City of Wenatchee shall be the lead entity for the application to the State Department of Commerce for the Consolidated Homeless Grant Funds allocated to Chelan and Douglas Counties, and shall be the lead entity for the administration of such funds in accordance with the commerce program requirements.
  
  - 3.3 The City of Wenatchee shall be the lead entity for the application to the State Department of Commerce for the Housing and Essential Needs Grant Funds allocated to Chelan and Douglas Counties, and shall be the lead entity for the administration of such funds in accordance with the commerce program requirements.
  
  - 3.4 The City of Wenatchee shall continue to be the lead entity for the administration of the local homeless housing programs serving all of Chelan and Douglas Counties in accordance with Chapter 43.185(c) RCW, including, but not limited to, maintaining participation of the Homeless Housing Task Force and overseeing the expenditure of homeless plan funds.
  
  - 3.5 The City of Wenatchee shall be the lead entity for the application to the State Department of Commerce for the Emergency Solutions Grant Funds allocated to Chelan and Douglas Counties, and shall be the lead entity for the administration of such funds in accordance with the commerce program requirements.
  
  - 3.6 The following shall be the parties' contact persons for administration of this Agreement:

Community Development Director  
City of Wenatchee  
P.O. Box 519  
Wenatchee, WA 98807-0519

Community Development Director  
City of East Wenatchee  
271 Ninth Street NE  
East Wenatchee, WA 98802

County Administrator  
Chelan County  
400 Douglas Suite 201  
Wenatchee, WA 98801

Clerk of the Board  
Douglas County  
P.O. Box 457  
Waterville, WA 98858

4. Funds, Reporting and Administrative Costs.

- 4.1 That portion of revenue generated by homeless surcharges that is retained to pay for local efforts to reduce homelessness shall continue to be collected by the Auditor's offices in both counties and held by the County Treasurer's office in a separate account within each County and identified as homeless plan funds.
- 4.2 Twice annually, on July 1<sup>st</sup> and on December 31<sup>st</sup>, the Chelan County and Douglas County Treasurers shall transfer the balance of the homeless plan funds account to the City of Wenatchee. The City of Wenatchee may request interim transfers to facilitate the funding of specific projects.
- 4.3 Chelan and Douglas Counties assign and transfer their right to retain six percent (6%) of homeless funds for administrative costs to the City of Wenatchee as lead entity. The City of Wenatchee shall be entitled to retain six percent (6%) of all homeless funds it handles pursuant to this Agreement to cover its administrative costs.
- 4.4 The City of Wenatchee will annually submit a written report to the other parties to this Agreement providing a summary of the agencies and/or projects funded in that year with funds referenced in this Agreement.
- 4.5 None of the parties to this Agreement will acquire any ownership of any real or personal property, incur any financial liability, or assume any operating responsibility as a result of this Agreement or through the expenditure of any funds referenced in this Agreement.

5. No Assignment. Neither this Agreement or any party's rights or duties under this Agreement may be assigned without the prior written agreement of the other parties.

6. Maintenance and Audit of Records.
  - 6.1 Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement.
  - 6.2 These records shall be subject to inspection, review and audit by any party or its designee, and the Washington State Auditor's Office.
  - 6.3 Each party shall retain all such books, records, documents and other materials for the longest applicable retention period under federal and Washington law.
7. Indemnification. The City of Wenatchee shall defend, indemnify and hold harmless the City of East Wenatchee, Douglas County, Chelan County, their agents, officers, employees, insurers, and elected officials, from and against any and all liability, loss or damage incurred as a result of claims, demands, suits, or actions resulting from any action or failure to act undertaken or existing under this Agreement to the extent of the City of Wenatchee's sole, concurrent or comparative negligence, willful misconduct, misfeasance or malfeasance.
8. Independent Contractor. The parties agree that the City of Wenatchee shall be at all times under this Agreement an independent contractor. Employees of the City of Wenatchee are and will remain employees of the City of Wenatchee.
9. Venue/Attorneys Fees.
  - 9.1 The venue for any and all suits brought to enforce or interpret the provisions of this Agreement shall be Chelan County.
  - 9.2 In the event of any legal action or other proceeding to enforce or interpret the terms of this Agreement, each party shall bear its own attorney's fees and costs incurred in that action or proceeding.
10. Recitals. The recitals in the preamble to this Agreement are incorporated by reference and are part of this Agreement.
11. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties. This Agreement shall not be amended unless in writing signed by each of the parties.
12. Prior Agreement. This Agreement shall supersede and replace in its entirety the prior Interlocal Agreement between the parties dated August 27, 2006.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the dates set forth below.

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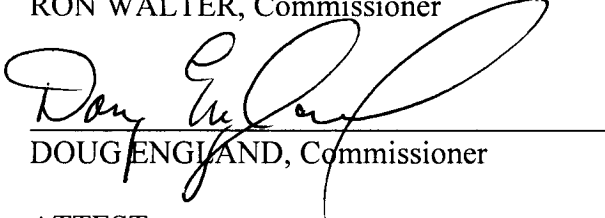
DATED this 26<sup>th</sup> day of October, 2015

CHELAN COUNTY


BOARD OF CHELAN COUNTY COMMISSIONERS

  
\_\_\_\_\_  
RON WALTER, Commissioner

  
\_\_\_\_\_  
KEITH W. GOEHNER, Commissioner

  
\_\_\_\_\_  
DOUG ENGLAND, Commissioner

ATTEST:

  
\_\_\_\_\_  
Carlye Baity, Clerk of the Board



DATED This 9 day of February, 2016

DOUGLAS COUNTY

BOARD OF DOUGLAS COUNTY COMMISSIONERS

Absent  
Steven D Jenkins, Commissioner

Dale Snyder  
Dale Snyder, Commissioner

[Signature]  
Ken Stanton, Commissioner

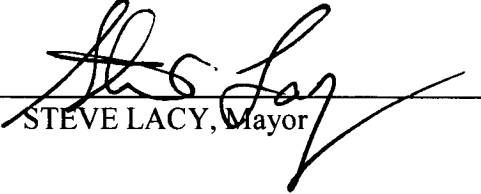
ATTEST:  
[Signature]  
Dayna Frewitt, Clerk of the Board



Exhibit A

DATED this 10<sup>th</sup> day of November, 2015

CITY OF EAST WENATCHEE,  
a municipal corporation


By   
STEVE LACY, Mayor

ATTEST:

By   
DANA BARNARD, City Clerk

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015

CITY OF WENATCHEE,  
a municipal corporation

By   
FRANK KUNTZ, Mayor

ATTEST:

By   
TAMMY STANGER, City Clerk