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CITY OF WENATCHEE

**INTERLOCAL AGREEMENT  
AFFORDABLE HOUSING AND HOUSING RELATED SERVICES**

Reference numbers of related documents: N/A
Grantors: 1. CITY OF EAST WENATCHEE 2. CITY OF WENATCHEE
Grantees: 1. Same as Grantors.
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

**Parties**

THIS AGREEMENT is entered into between the City of East Wenatchee and the City of Wenatchee, municipal corporations organized and existing under the laws of the State of Washington, for the purpose of compliance with RCW 43.185C.080 and RCW 82.14.530 and coordination and administration of affordable housing and housing related services between the cities of Wenatchee and East Wenatchee. The City of East Wenatchee and the City of Wenatchee may be referred to herein individually as a "Party" or collectively as the "Parties."

**Recitals**

WHEREAS, RCW 43.185C.050 directed each local homeless housing task force to prepare and recommend to its local government legislative authority a five-year local homeless housing plan for its jurisdictional area which is aimed at eliminating homelessness. The Parties have adopted a five-year local homeless housing plan applicable to each jurisdiction; and

WHEREAS, the Parties desire to work collaboratively to establish a task force to maintain and update the Five-Year Local Homeless Housing Plan and to administer the applicable homeless surcharges that are being collected by the Chelan County Auditor's Office for the City of Wenatchee under RCW 43.185C.080, RCW 36.22.179 and RCW 36.22.1791, funds collected for the Parties under RCW 82.14.530 and any additional funds the Parties allocate to the task force to implement the Five-Year Local Homeless Housing Plan; and

WHEREAS, as authorized by RCW 82.14.530, each Party has imposed a sales and use tax for housing and related services. As authorized by RCW 43.185C.080(2), the Parties may contract with each other to execute programs contributing to the overall goal of ending homelessness within a defined service area; and

WHEREAS, according to RCW 43.185C.050, eligible activities under a local plan include: rental and furnishing of dwelling units for the use of homeless persons; 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; operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals; services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness; temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless; outreach services for homeless individuals and families; 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; 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; and their activities to reduce and prevent homelessness as identified for funding in the local plan; and

WHEREAS, RCW 39.34.010 permits local governments to make the most efficient use of their powers by enabling them to cooperate with other municipalities on a basis of mutual advantage and thereby to provide services and facilities in a manner that will be most beneficial in meeting the needs of the participating communities; and

WHEREAS, the Parties wish to continue to work collaboratively and combine all above-referenced funds to be administered by one entity to serve the residents of the cities of East Wenatchee and Wenatchee consistent with the Local Homeless Housing Plan adopted by the Parties as now or hereafter may be updated.

NOW, THEREFORE, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is for the Parties to collaboratively establish a task force to maintain and update the Five-Year Local Homeless Housing Plan and to administer the applicable homeless surcharges that are being collected by the Chelan County Auditor's Office for the City of Wenatchee under RCW 43.185C.080, 36.22.179 and 36.22.1791, funds collected for the Parties under RCW 82.14.530 and any additional funds the Parties allocate to the task force to implement the Five-Year Local Homeless Housing Plan.
2. Duration and Termination. The term of this Agreement shall commence upon approval of the Parties. This Agreement will be recorded with the Chelan County Auditor's Office by the City of Wenatchee and may be posted to the websites of the Parties hereto at their discretion. This Agreement shall remain in effect until terminated by any Party upon not less than one hundred eighty (180) days prior written notice to the other Parties. Any contractual agreements made

by the Parties shall be binding upon the Parties for the duration identified in the applicable contracts. The withdrawal or termination by any one Party shall terminate the Agreement.

### 3. Administration.

3.1.No separate legal or administrative entity is created by this Agreement.

3.2.The Parties hereby create the Columbia River Homeless Housing Task Force (“Task Force”), a voluntary local advisory committee that will advise the Parties on updating, maintaining and implementing the local homeless housing plan and will participate in a local homeless housing program. The Task Force will consist of seven voting members appointed as follows:

- The East Wenatchee City Council will appoint one member who resides within the City of East Wenatchee.
- The Wenatchee City Council will appoint one member who resides within the City of Wenatchee.
- The East Wenatchee City Council will appoint one member who is a representative of a non-profit organization with experience in low income housing.
- The Wenatchee City Council will appoint one member who is a representative of a non-profit organization with experience in low income housing.
- The East Wenatchee City Council will appoint one member who resides within Douglas County.
- The Wenatchee City Council will appoint one member who resides within Chelan County.
- The Mayor of East Wenatchee and the Mayor of Wenatchee will jointly appoint one member who is homeless or formerly homeless.
- At the discretion of the Parties, additional non-voting members may be appointed.

The Bylaws of the Task Force shall be approved by the Parties.

3.3.The City of Wenatchee shall be the lead entity for the administration of the local homeless housing programs and funds serving Wenatchee and East Wenatchee funded under this Agreement.

3.4.The City of Wenatchee, in its lead entity role, shall be responsible for the day-to-day operational management of the homeless funds and implementation of the Five-Year Local Homeless Housing Plan. Specific lead entity duties include:

- Administration:
  - Applying for grant funding where directed by the Parties.
  - Managing and maintaining homeless/housing provider contracts including grant development, fiscal reimbursement, and performance monitoring.

- Mediating disputes between program participants and homeless service providers.
- Maintaining staff to fulfill all lead entity duties.
- Developing policies and procedures for contracted service providers that ensure compliance with contract requirements.
- Monitoring performance and compliance with contractual requirements.
- Coordinating all Task Force meetings and events.
- Participate in the Chelan Douglas Homeless Housing Advisory Group for ongoing coordination.
- Coordinate with and seek partnerships with service providers to implement the direction and goals of the Parties.
- Planning:
  - Coordinate with the Parties and the Task Force to develop plan updates and amendments to prioritize program development and implementation.
  - Conducting gap analyses of needs and services available to the homeless population as it relates to the priorities of the Parties.
  - Developing performance measures that ensure programs are meeting the needs of homeless persons in the jurisdictions of the Parties, and community expectations expressed by the Parties.
  - Implementing planned goals and priorities adopted or directed by the Parties.
  - During new program development conduct joint and/or individual workshop(s) with the city councils to gather feedback and direction.
- Data Collection and Reporting:
  - Serving as the Homeless Management Information Data System lead for the Parties.
  - Participating in an annual Point-in-Time count of homeless individuals per HUD specifications.
  - Compiling and reporting on performance metrics to evaluate the effectiveness of programs developed by the Parties. Ensure that the metrics over time are effective in monitoring the priorities of the Parties.
  - Reporting duties specified by RCW 43.185C.045(3) and any other funding sources committed to this program.
  - Meet with and provide annual reports to a joint meeting of the Parties and the Task Force on program performance and development.
- System Coordination:
  - Coordinate with the regional coordinated entry system and service providers in the continuum of care.
  - Developing community partnerships with funders and organizations that serve homeless sub-populations (i.e. veterans, individuals exiting systems

of care, unaccompanied youth, chronically homeless individuals), and service providers within the continuum of care.

- Programs shall be limited to meeting the needs of the homeless in the incorporated cities of Wenatchee and East Wenatchee and shall not be offered regionally.

- Fiscal Oversight:

- Accounting for and managing all resources received from federal, state, and local sources to assure there is no waste, fraud, or abuse of funds.
- Processing all requests for reimbursements from funding recipients.
- Identifying and applying for new sources of funding as applicable.

3.5. The City of Wenatchee, as the contracted administrator of the program, shall work with the Task Force to develop funding decisions in conformance with all applicable statutes. The Wenatchee City Council will review and approve funding/contracting recommendations from the Task Force. In the event that a funding recommendation is declined by the Wenatchee City Council, representatives from each Party may request the Wenatchee City Council reconsider the decision in a public meeting.

3.6. The following shall be the Parties' contact persons for the daily 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

3.7. Official contract correspondence/notices should be addressed to the official clerk of each Parties' respective legislative entity.

#### 4. Funds, Reporting, Outreach and Administrative Costs.

4.1. The City of East Wenatchee shall transfer the balance of funds collected under RCW 82.14.530, twice annually on July 1 and December 31 to the City of Wenatchee. The City of Wenatchee may request interim transfers to facilitate the funding of specific projects or programs. The City of Wenatchee shall be entitled to retain 7% of the funds to cover administrative costs.

- 4.2. The City of Wenatchee shall develop a public outreach program which may include but not be limited to interaction with the press, public events, web postings public surveys and other means to gather feedback and provide information on homeless programs and priorities. All outreach efforts will be targeted to both cities.
- 4.3. The Task Force may not issue funding commitments in excess of two years without the express written approval of each Party's governing board. Any capital funding commitment beyond one calendar year shall require separate approval of the legislative authority of each Party. A withdrawal by a Party or termination of this Agreement shall not affect contractual commitments.
- 4.4. By January 31 of each year the City of Wenatchee will submit a written report to the other Parties to this Agreement providing a summary of the agencies and/or projects funded in the preceding year with funds referenced in this Agreement.
- 4.5. The Parties contemplate and approve the purchase of land or shelters, and as an alternative to a land purchase a land lease, for the purposes of siting and operating a low barrier shelter(s).
5. Local Homeless Housing Plan. Each Party shall adopt by resolution the Five Year Local Homeless Housing Plan prepared in conformance with the requirements of RCW 43.185C and all amendments.
6. No Assignment. Neither this Agreement nor any Party's rights or duties under this Agreement may be assigned without the prior written agreement of the other Parties.
7. Disposition of Assets and Liabilities Upon Termination. Termination shall be in accordance with those procedures set forth in Section 2. Upon termination of this Agreement by one or both Parties, equipment and other personal or real property purchased for the low barrier shelter(s) and/or the net proceeds from the sale of such assets, shall be distributed to the Parties proportionately to their contributions to the purchase of the asset. In lieu of distribution, the Parties may agree for a Parties' purchase of equipment or other personal or real property and payment to the other Party. Each Party shall assume and pay the obligations remaining due for the facilities, equipment and personal or real property it receives on dissolution and thereafter indemnify and hold the other Party harmless therefrom.
8. Conflict Resolution. In the event that a dispute between the Parties occurs, the dispute shall be submitted to arbitration pursuant to RCW Chapter 7.04, et. Seq., except as hereafter modified. Such arbitration shall be before one disinterested arbitrator, if one can be agreed upon by the Parties. If one arbitrator cannot be agreed upon, then each Party shall appoint one arbitrator, and a third arbitrator shall be appointed by both Parties. The Arbitrator may be any person not employed by the jurisdictions that desire the property.
- 8.1. During a meeting with the Arbitrator, each jurisdiction interested in the property shall be permitted to make an oral and/or written presentation to the Arbitrator in support of its position.

8.2. At the conclusion of the presentation, the Arbitrator shall determine which jurisdiction will receive the property. The decision of the Arbitrator shall be final and binding and shall not be the subject of appeal or review.

8.3. If all arbitrators have not been appointed within ten (10) days after a written notice of for arbitration is served by one Party to the other, then either Party may apply to the Chelan County Superior Court, upon not less than five (5) days written notice to the other, for appointment of the necessary arbitrators remaining to be appointed. The judicial appointment(s) shall be final, conclusive and binding. The controversy shall be resolved and determined in accordance with the laws of Washington as applied to the facts found. Remedies, both equitable and legal, including injunctive relief, may be granted. The decision shall be final, conclusive and binding on the Parties and a judgment confirming the decisions may be entered in the Chelan County Superior Court.

9. Maintenance and Audit of Records

9.1. Each Party shall maintain books, records, documents and other materials relevant to its performance under this Agreement.

9.2. These records shall be subject to inspection, review and audit by any Party or its designee, and the Washington State Auditor's Office.

9.3. Each Party shall retain all such books, records, documents and other materials for the longest applicable retention period under federal and Washington law.

10. Indemnification. Each Party to this Agreement shall defend, indemnify and hold harmless the other Parties, 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 their sole, concurrent or comparative negligence, reckless or intentionally wrongful acts. No Party shall be responsible for the negligent acts, reckless or intentionally wrongful acts of another.

11. 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.

12. Mutual Cooperation. All Parties agree to mutual cooperation and will make a good faith effort to assist one another in fulfilling the terms of this Agreement.

13. Venue/Attorney's Fees.

13.1. The venue for any and all suits brought to enforce or interpret the provisions of this Agreement shall be Chelan County.

13.2. 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.

14. Recitals. The recitals in the preamble to this Agreement are incorporated by reference and are part of this Agreement.

15. 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.

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

DATED this 19<sup>th</sup> day of October, 2021

CITY OF EAST WENATCHEE,  
a municipal corporation

By Jerrilea Crawford  
JERRILEA CRAWFORD, Mayor

ATTEST:

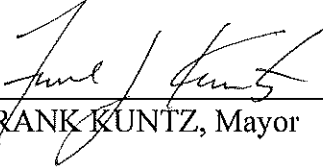
By Maria E. Holman  
MARIA HOLMAN, City Clerk

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DATED this 20<sup>th</sup> day of October, 2021

CITY OF WENATCHEE,  
a municipal corporation

By   
FRANK KUNTZ, Mayor

ATTEST:

By   
TAMMY STANGER, City Clerk