



DEPARTMENT OF HUMAN SERVICES

 **FILE COPY**

• Walla Walla County, Washington State •

Commissioners

Perry L. Dozier, Chairman
James K. Johnson
Gregory A Tompkins

Interim Director
Harvey Crowder, DVM, MS

January 28, 2013

City of College Place
Attn: Patrick Reay
City Manager

Dear Mr. Reay:

Please find attached the original of the Interlocal Cooperation Agreement Between Walla Walla County and the Cities of College Place, Prescott, Waitsburg, and Walla Walla for the Purpose of Administering Surcharge Funds Generated as Allowed Under RCW 36.22.178.

The Walla Walla County Commissioners and the City of Walla Walla have already had opportunity to sign this agreement. Thank you for presenting this to the City of College Place City Council and obtaining signatures and attestation from the designated City Authority, pending the approval of Council.

Upon completion of City of College Place signatures, please give me a call at 509-524-2920 or 509-520-5081 and I will be happy to pick up the document from City Hall in order to obtain the approval of the remaining cities.

Once we have obtained signatures of all parties, I will forward to you a copy of the fully executed Agreement.

Should you have any questions in this matter, please let me know. Thank you so very much for your assistance.

Sincerely,

Debbie Dumont
Walla Walla County
Department of Human Services
Contracts/Programs Manager

enclosure

**INTERLOCAL COOPERATION AGREEMENT BETWEEN WALLA WALLA
COUNTY AND THE CITIES OF COLLEGE PLACE, PRESCOTT, WAITSBURG, AND
WALLA WALLA FOR THE PURPOSE OF ADMINISTERING SURCHARGE FUNDS
GENERATED AS ALLOWED UNDER RCW 36.22.178**

This amended agreement is entered into between Walla Walla County and the Cities and Towns of College Place, Prescott, Waitsburg, and Walla Walla for the purpose of revising the existing interlocal cooperation agreement for the use of funds created through the surcharge of ten dollars for each document recorded through the County Auditor's office to fund housing programs for extremely low income and very low-income households throughout Walla Walla County.

The Washington State Legislature passed Substitute House Bill 2060 during the 57th Legislature and Governor Locke signed this bill on April 2, 2002. It was subsequently codified RCW 36.22.178. Additionally, the Washington State Legislature passed Engrossed Second Substitute House Bill 1359 during the 60th Legislature signed by Governor Gregoire on May 11, 2007. It amended RCW 36.22.178 changing the name of the surcharge to the affordable housing for all and incorporating some language changes now reflected in this document. Further, the Washington State Legislature passed Senate Bill 5482 during the 62nd Legislature signed by Governor Gregoire on April 18, 2011. With this, RCW 36.22.178 was again amended allowing surcharge funds to also assist victims of human trafficking. This addition has likewise been included in this document.

RCW 36.22.178 requires the payment of a ten-dollar surcharge on documents recorded in the County Auditor's office for the purpose of providing funds for housing programs for extremely low and very low-income households, and provides that the revenues generated by this surcharge be collected by the County Auditor and utilized as follows:

- 1) Up to five percent may be retained by the County to pay for the collection, administration, and local distribution of these funds.
- 2) Of the remaining funds, forty percent shall be transmitted monthly to the state treasurer who will deposit the funds into the affordable housing for all account to be used by the Department of Commerce to provide housing and shelter for extremely low-income households.
- 3) All of the remaining funds generated will be retained by the county and shall be deposited in a fund that must be used by the county and its cities and towns for eligible housing activities that serve very low-income households with incomes at or below fifty percent of the area median income. The portion of the surcharge retained by the county shall be allocated to eligible housing activities that serve extremely low and very low-income households in the county and the cities within the county according to the interlocal agreement between the county and the cities within the county consistent with the countywide and local housing needs and policies. A priority must be given to eligible housing activities that serve extremely low-income households with incomes at or below thirty percent of the area median income. Eligible housing activities to be funded by these county funds are limited to:

- a) Acquisition, construction, or rehabilitation of housing projects or units within housing projects that are affordable to very low-income households with incomes at or below fifty percent of the area median income, including units for homeownership, rental units, seasonal and permanent farm worker housing units, units reserved for victims of human trafficking and their families, and single room occupancy units;
- b) Supporting building operation and maintenance costs of housing projects or units within housing projects eligible to receive housing trust funds, that are affordable to very low-income households with incomes at or below fifty percent of the area median income, and that require a supplement to rent income to cover ongoing operating expenses;
- c) Rental assistance vouchers for housing units that are affordable to very low-income households with incomes at or below fifty percent of the area median income, including rental housing vouchers for victims of human trafficking and their families, to be administered by a local public housing authority or other local organization that has an existing rental assistance voucher program, consistent with or similar to the United States Department of Housing and Urban Development's Section 8 Rental Assistance Voucher Program standards; and
- d) Operating costs for emergency shelters and licensed overnight youth shelters.

In consideration of the mutual housing benefits for extremely low income and very low-income households living throughout the entire Walla Walla County area, the signatories agree as follows:

- A. The purpose of this agreement shall be to provide for the administration and expenditure of revenue generated from the recording surcharge authorized under the provision of RCW 36.22.178.
- B. The portion of the revenue generated from the surcharge that is allocable to extremely low and very low-income housing needs within the County shall be collected by the County Auditor and held in a County fund that will be accounted for separately from other County funds.
- C. Under a separate contract or memorandum of understanding, the periodic determination of funding awards will be made equitably by a determining entity such as the Walla Walla County Department of Human Services Advisory Board through a competitive process per the terms of this agreement.
- D. Administrative oversight and contractual awarding of the funds will be made by the County based on the determining entity's decisions.
- E. This agreement shall exist for five (5) years from the date of execution and shall be deemed automatically renewed for consecutive five (5) year periods thereafter unless any

party elects to terminate the agreement. This agreement may be terminated effective upon the expiration of the initial five (5) year period or any subsequent five (5) year period by the terminating party giving written notice of termination to the other parties not later than the sixtieth (60th) day prior to the expiration of the term. Such notice of termination shall be by appropriate action of the elected governing body of the terminating party. Notwithstanding any other provision of this agreement, any party may terminate this agreement upon a 12 month written notice of intent to terminate. This agreement may be amended, altered or changed in any manner by the mutual written agreement of the parties.

F. Each party 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 and duty performed, or not performed, while acting in good faith within the scope of this Interlocal Cooperation Agreement.

G. The determining entity and the County shall at least annually provide each of the parties with a written summary of the funds expended under the terms of this agreement.

H. Prior to its entry into force, this agreement shall be filed with the Walla Walla County Auditor.

Adopted this 3rd day of December, 2012.

**BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON**

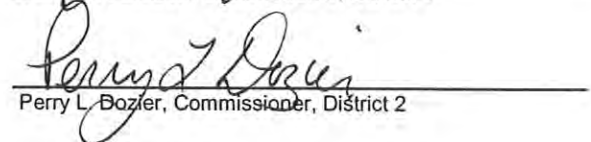
Attest:



Connie R. Vinti, Clerk of the Board

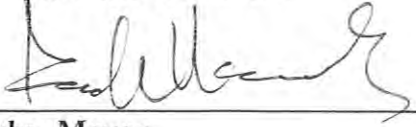


Gregory A. Tompkins, Chairman, District 3

James K. Johnson, Commissioner, District 1

Perry L. Bozler, Commissioner, District 2

CITY OF COLLEGE PLACE



Rick Newby, Mayor

Date: 30 - JAN - 13

Attest:


CITY OF PRESCOTT

Darlene Decoria, Mayor

Date: _____

Attest:

CITY OF WAITSBURG

Walt Gobel, Mayor

Date: _____

Attest:

CITY OF WALLA WALLA



Nabil Shawa, City Manager

Date: 1/23/13

Attest:

