

INTERLOCAL COOPERATION AGREEMENT
BETWEEN

CLARK COUNTY AND THE CITIES OF BATTLE GROUND, CAMAS, LACENTER,
RIDGEFIELD, VANCOUVER, WASHOUGAL, WOODLAND AND
THE TOWN OF YACOLT

FOR THE PURPOSE OF ADMINISTERING SURCHARGE FUNDS GENERATED
AS A RESULT OF HOUSE BILL 2060

This agreement is entered into by Clark County and the cities of Battle Ground, Camas, LaCenter, Ridgefield, Vancouver, Washougal, Woodland, and the Town of Yacolt.

WHEREAS, the Washington State Legislature passed substitute House Bill 2060 (HB 2060) during the 57th Legislative Session and Governor Locke signed the bill on April 12, 2002 and,

WHEREAS, this bill authorizes a ten dollar surcharge on documents recorded by the County Auditor's office with the funds to be used for housing programs for extremely low and very low income persons and,

WHEREAS, since the enactment of HB 2060, four housing projects have been realized with the HB 2060 capital funds: Aurora Place, Mill Creek, Camas Ridge, and Highland Park; and,

WHEREAS, McKinney-Vento Homeless Assistance Act funds, Emergency Shelter and Homeless Prevention Program funds, Housing Trust Fund grants, Community Development Block Grant, and Home Investment Partnership Program funds, and other state and federal funds intended for services related to homelessness, have either been reduced or require matching funds and;

WHEREAS, Clark County undertook an extensive public participation process in 2003 to develop consensus for the use of these funds and;

WHEREAS, stakeholders agreed at a May 1, 2009 meeting, and the County Board of Commissioners approved on March 23, 2010, to discontinue allocating approximately twenty-three percent of the HB 2060 funds to capital projects and use the funds for shelter operations, due to the current need of Clark County shelters for additional operating funds;

WHEREAS, it is in the best interests of the cities and Clark County to modify the agreement regarding the use of these funds and;

NOW THEREFORE, in consideration of the mutual housing benefits for extremely low-income and very low-income persons living throughout Clark County, the parties agree as follows:

- A. These funds shall only serve persons at or below fifty percent (50%) of the area median income.
- B. These funds will provide for the following housing programs to meet the housing needs of county residents:
 - 1 A Local Housing Bond: Approximately \$1.8 million was used to purchase a 10-year low-income housing bond. Approximately \$250,000 per year is allocated to make the bond payments. The bond has made possible a land-banking program that allowed the community to purchase property for four housing projects, three of which have been completely constructed. This bonding mechanism has assisted Clark County, and the cities within the county, in meeting their housing goals as outlined in the Growth Management Act, including goals for affordable housing. The last payment on the bond will be made in December 2013.
 - 2 The remaining funds shall be allocated for operating funds for shelters, and transitional and permanent housing to maintain the current level of shelter services, provide operating subsidies to transitional or permanent housing providers, or rental assistance vouchers to private for-profit and non-profit housing providers.
 - 3 Administration of the fund will be the responsibility of the Clark County Community Action Advisory Board (CAAB).
 - 4 The County will reconvene stakeholders no later than December 2013 to determine the allocation of the funds after the bond is paid.
- C. These funds are collected by the Clark County Auditor's Office and held as a single fund at the County to be drawn down by the Lead Agency (Clark County Department of Community Services) to be used for the above program purposes. Funds will generally be allocated annually.
- D. Clark County will annually prepare a report on the expenditures and projects/agencies assisted with the funds.
- E. Funds collected and activities undertaken pursuant to this agreement shall only apply to the portion of the City of Woodland that is within Clark County.
- F. This Agreement is solely for the benefit of the parties hereto and no right is given to any other party by this Agreement.
- G. Each party does release, indemnify and promise to defend and save harmless the other party, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees which arise out of, are connected with, or are incident to any errors, omissions or negligent acts of the first party, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the first party's obligations under this Agreement. In making such assurances, each party specifically agrees to indemnify and hold harmless the other parties from any and all bodily injury claims brought by employees of the other parties and expressly waives its immunity under the Industrial Insurance Act as to those claims which are

brought against another party; provided, however, this paragraph does not purport to indemnify the parties against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of a party, its elected officials, officers, employees and agents.

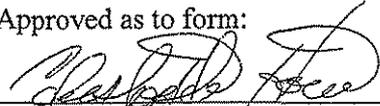
- H. This Agreement shall be construed as being executed and delivered within the State of Washington, and it is mutually understood and agreed by each party that all agreements and activities related hereto shall be governed by laws of the State of Washington, both as to interpretation and performance. Venue shall be Clark County.
- I. Any party may withdraw from this Agreement by for any reason by providing written notice of withdrawal to the other parties. A party's withdrawal from this Agreement shall not affect the survival of the Agreement.
- J. Parties to this agreement may request modifications to the terms or conditions of this Agreement. Proposed modifications that are mutually agreed upon by all parties shall be incorporated by written amendment to this Agreement.

CLARK COUNTY

Bill Barron, County Administrator

Date

Approved as to form:



Deputy Prosecuting Attorney

CITY OF CAMAS

Mayor

Date

CITY OF RIDGEFIELD

Mayor

Date

CITY OF WASHOUGAL

Mayor

Date

CITY OF WOODLAND

Mayor

Date

CITY OF BATTLE GROUND

Mayor

Date

CITY OF LaCENTER

Mayor

Date

CITY OF VANCOUVER

Mayor

Date

TOWN OF YACOLT

Mayor

Date