

INTERGOVERNMENTAL AGREEMENT TO UTILIZE THE COUNCIL ON HOUSING
BOARD FOR AN ADVISORY GROUP FOR THE UTILIZATION OF FUNDS COLLECTED
BY WALLA WALLA COUNTY PURSUANT TO RCW 82.14.540

1. Parties

1.1 The County of Walla Walla (County) is a Washington County organized under the laws of the State of Washington.

1.2 The City of Waitsburg (Waitsburg) is a city organized under a Washington territorial charter.

1.3 The City of Prescott (Prescott) is a code city organized under the laws of the State of Washington.

1.4 The City of Walla Walla (Walla Walla) is a non-chartered code city organized under the laws of the State of Washington.

1.5 The City of College Place (College Place) is a non-chartered code city organized under the laws of the State of Washington.

2. Purposes

2.1 Ch. 39.34 RCW authorizes the County and Cities to jointly exercise powers, privileges and authority, and to enter into agreements for such purposes.

2.2 Chapter 388, Laws of 2019, relating to encouraging investments in affordable housing was adopted in the 2019 session and codified at RCW 82.14.540.

2.3 RCW 82.14.540 authorizes the governing body of a city or county to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, for the operations and maintenance costs of affordable or

supportive housing, and providing rental assistance to eligible tenants.

2.4 The tax will be credited against state sales taxes collected within the County and, therefore, will not result in higher sales and use taxes within the County and is an additional source of funding to address housing needs in the County.

2.5 The maximum rate imposed may not exceed 0.0146 percent. The maximum rate is available until July 28, 2020 to a county within its unincorporated areas and within the limits of a city that declares it will not levy the tax or that does not adopt a resolution of intent to impose the tax. After July 28, 2020, the maximum rate is 0.0146 percent for a participating county within the unincorporated area of the county and within the limits of any nonparticipating city that is located within the county.

2.6 The tax must be used to assist persons whose income is at or below sixty percent of the County median income.

2.7 The Walla Walla County Board of County Commissioners adopted Resolution 19-254, a resolution of intent to authorize the maximum capacity of the tax, in open session on November 4, 2019.

2.8 Walla Walla County enacted Ordinance 481 on November 25th, 2019, which imposed the maximum capacity of the tax. Ordinance 481 is codified at Walla Walla County Code Chapter 3.30.

2.9 The funds collected under Walla Walla County Code Chapter 3.30 are to be deposited in an account called the “Affordable and Supportive Housing Fund.”

2.10 No city in Walla Walla County has imposed the tax authorized by RCW 82.14.540 or has enacted a qualifying tax as defined by RCW 82.14.540(1)(e).

2.11 Walla Walla County enacted Resolution 18-278 on November 5, 2018. The Resolution adopted bylaws for the Walla Walla County Council on Housing Board (formerly the Council on Homelessness).

2.12 The Council on Housing Board currently consists of representatives of the Parties, as well as other interested members of the community.

2.12 The Parties intend to utilize the Council on Housing Board to review tax revenue from the tax imposed by Walla Walla County Code 3.30, which are deposited in the County's Affordable and Supportive Housing Fund.

2.13 At least annually, no later than September 1 of each year, the Council on Housing Board will make a recommendation to the Board of County Commissioners for proposed use of the Fund, including any expenditure from the fund or savings or retention of the fund.

2.14 The Board of County Commissioners will review the Council on Housing Board's recommendation at a regularly scheduled meeting, at least annually, with fourteen days' e-mailed notice to the Parties, prior to deciding how the funds in the Affordable and Supportive Housing Fund will be utilized.

3. Administrative structure.

3.1 This Agreement does not establish a separate legal entity.

3.2. Administrator. In accordance with WWCC 3.30.060, monies in the Affordable and

Supportive Housing Fund shall be administered by the Board of County Commissioners, with assistance from the Department of Community Health, in accordance with budgetary processes and state statutes. This Agreement will be administered by the Director of the Walla Walla County Department of Community Health.

4. Property

4.1 This Agreement does not provide for the acquisition, holding, or disposal of real or personal property.

5. Term and Termination.

5.1 This agreement shall be effective for a term which commences on the date that it has been fully executed by all Parties to the agreement and ends on December 31, 2026, unless it is terminated early as provided herein.

5.2 The term of this agreement may be extended by mutual agreement of the Parties.

5.3 This agreement may be mutually terminated prior to its expiration by written agreement of the Parties.

5.4 Any Party may unilaterally terminate this agreement by giving written notice of early termination of this agreement to the other Parties at any time. Termination shall become effective no sooner than one-hundred eighty (180) days after notice of early termination.

6. Independent contractors.

The Parties are and shall at all times be deemed to be independent contractors in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the Parties. Each Party

shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of any Party an employee of any other Party for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

7. Hold harmless.

It is understood and agreed that each Party will be solely responsible for its own negligence and will, to the extent of its negligence, indemnify and hold harmless the other Parties from any and all claims, losses, or causes of action, suits and actions in equity of any kind.

8. Attorney fees.

All Parties shall bear their own attorney's fees and costs of enforcing their rights and responsibilities under this Agreement.

9. Assignment.

No Party shall transfer, assign, or subcontract, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other Parties.

10. Third party beneficiaries.

The Parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. The Parties do not intend to create any third-party beneficiary to this Agreement.

11. Notices.

Except as stated in Section 2.14, notices shall be given, at a minimum, by postage prepaid

mail to a Party at its address of its principal governmental office in care of its official clerk.

12. Waiver.

No waiver by any Party of any term or condition of this Agreement incorporated in 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 different provision.

13. Entire agreement.

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein and no prior Agreements shall be effective to the contrary.

14. Amendment.

The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of the Parties.

15. Counterparts.

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

16. Filing.

The Clerk of the Board of County Commissioners shall cause a copy of this Agreement to be posted on the County website pursuant to RCW 39.34.040.

17. Severability.

If any term, provision, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

To this end, the provisions of this Agreement are declared to be severable.

18. Applicable Law

This Agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington.

19. Jurisdiction and Venue

Any dispute or proceeding arising out of this Agreement shall be submitted to the Superior Court of the State of Washington for Walla Walla County.

Dated this 8th day of September, 2020.

COUNTY OF WALLA WALLA

Approved as to form: By email
By Jesse Nolte, Deputy
Prosecuting Attorney 9/2/2020
Prosecuting Attorney

Douglas A. Tompkins
CHAIRMAN OF BOARD OF WALLA
WALLA COUNTY COMMISSIONERS

Approved as to form:

David Hall
Prescott City Attorney

CITY OF PRESCOTT

Steven Heimbigner

STEVEN HEIMBIGNER
MAYOR

Date: 08/06/2020

Approved as to form:

Jared Hall
Waitsburg City Attorney

CITY OF WAITSBURG

[Signature]

MARTIN DUNN
MAYOR

Date: 8/13/2020

Approved as to form:

see page 9
Walla Walla City Attorney

CITY OF WALLA WALLA

see page 9

NABIEL SHAWA
CITY MANAGER

Date: _____

Approved as to form:

see page 9
College Place City Attorney

CITY OF COLLEGE PLACE

see page 10

NORMA HERNANDEZ
MAYOR

Date: _____

Approved as to form:

SBS page 8
Waitsburg City Attorney

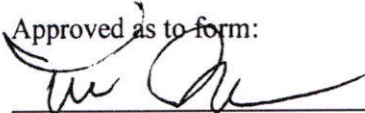
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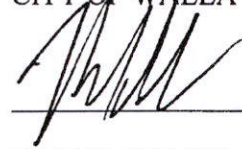
MARTIN DUNN
MAYOR

Date: _____

Approved as to form:


Walla Walla City Attorney

CITY OF WALLA WALLA



NABIEL SHAWA
CITY MANAGER

Date: 8/28/2020

Approved as to form:

SBS page 10
College Place City Attorney

CITY OF COLLEGE PLACE

SEE page 10

NORMA HERNANDEZ
MAYOR

Date: _____

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see page 8
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see page 8

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see page 9
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see page 9

NABIEL SHAWA
CITY MANAGER

Date: _____

Approved as to form:


College Place City Attorney

CITY OF COLLEGE PLACE

Norma L. Hernandez

NORMA HERNANDEZ
MAYOR

Date: 8-13-2020