

## INTERLOCAL AGREEMENT

### Between Mason County and the City of Shelton for Affordable Housing and Homeless Services

This Interlocal Agreement is entered into by and between Mason County (hereinafter the "County"), a political subdivision of the State of Washington, and the City of Shelton (hereinafter the "City"), municipal corporation within Mason County, for the purposes of declaring a collaborative effort to increase affordable housing options and end homelessness in Mason County.

**WHEREAS**, Section 2 of the Affordable Housing for All Surcharge (RCW 36.22.178) requires the portion of the surcharge retained by a county shall be allocated to eligible housing activities that serve extremely low and very low income households in the county and the cities within a county according to an Interlocal Agreement between the county and the cities within the county consistent with countywide and local housing needs and policies;

**WHEREAS**, the County and the City agree to work together and pool resources necessary to address common gaps in meeting basic health and human services needs within Mason County;

**WHEREAS**, pooling and coordinating building, planning, health and human services resources can be more effective in meeting these needs;

**WHEREAS**, there is a benefit to the participating Parties to develop common approaches utilizing Evidence Based and Promising Practices to meet these needs; and

**WHEREAS**, the Housing and Behavioral Health Advisory Board (resolution 33-18, 2018), made up of one County Commissioner, one Board of Health member, one City Council member, and citizens serves as the structure to identify needs, gaps and make funding recommendations to the Mason County Board of County Commissioners for affordable housing, behavioral health and homelessness services;

**NOW THEREFORE**, in consideration of the mutual agreements made herein and the mutual benefits received hereunder, the Parties agree to cooperate on matters of affordable housing and ending homelessness in the following ways:

#### I. **Guiding Principles:**

- A. The Housing Sections of the County and City Comprehensive Plans show a united vision for affordable housing and ending homelessness; development regulations; zoning, and other ordinances impacting housing affordability are consistent with both general and specific elements of the Comprehensive Plans;
- B. The principles of collective impact (common agenda, shared measures, aligned activities, communication and backbone organizations) are honored;
- C. The community work and funding recommendations of the Housing and



Behavioral Health Advisory Board are honored;

D. The funding awards and approval to enter into contracts by the Mason County Board of County Commissioners are supported;

E. The Fund Management, including the request for proposal and corresponding policies and procedures recommended by the Housing and Behavioral Health Advisory Board and set forth by Mason County Community Services, Department of Public Health are honored;

F. Data to help parties make informed decisions and policies regarding housing and activities to end homelessness will be gathered regularly and shared;

G. Parties to this Interlocal Agreement will partner with supporting agencies and departments that are willing to be actively engaged such as, but not limited to, the Chamber of Commerce, Economic Development Council, WorkSource, DSHS, Planning Advisory Commission, School Boards, Asset Building Coalition, Area Agency on Aging, Olympic College, and Mason Transit; and,

H. Funding results, not programs will be the goal; no proposal or idea is too small or too big.

II. **Legal Scope:** This Interlocal Agreement creates no separate legal entity.

III. **Publication:** Prior to its entry into force, this Interlocal Agreement shall be filed with the Mason County's Auditor's Office or posted on the websites of the County and City per RCW 39.34.040.

IV. **Effective Date:** This Interlocal Agreement shall be effective upon the date of the last signature of all the parties hereto.

V. **Waiver:** No waiver by any party of any term or condition of this Interlocal 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.

VI. **Amendment:** The provisions of this Interlocal Agreement may be amended with the unanimous approval of all Parties. No additions to, or alterations of, the terms of this Interlocal Agreement shall be valid unless made in writing and formally approved and executed by the duly authorizing agents of all Parties. Amendments to the Interlocal Agreement executed prior to July will take effect the following fiscal year.

VII. **Applicability of Law:** This Interlocal Agreement is and shall be construed as being executed and delivered within the State of Washington and it is mutually understood and agreed by each party hereto that all Agreements and Statements of Work shall be governed by laws of the State of Washington, both as to interpretation and performance. The Parties agree that the venue for enforcement of any provisions shall be the Superior Court of Mason County

VIII. **Severability:** If any section of part of this Interlocal Agreement is held by a court to be invalid; such action shall not affect the validity of any other part of this Agreement.

IX. **Entire Agreement:** The Parties agree that this Interlocal Agreement is the complete expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded. Further, any modifications of this Interlocal Agreement shall be in writing and signed by all Parties.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Interlocal Agreement to be executed by the dates and signature herein under affixed. The persons signing this Interlocal Agreement on behalf of the Parties represent that each has authority to execute this Interlocal Agreement on behalf of the Party entering into this Interlocal Agreement.

**Mason County**

**City of Shelton**

  
\_\_\_\_\_  
Chair, Board of County Commissioners

  
\_\_\_\_\_  
Administrator, City of Shelton


3/5/2019  
\_\_\_\_\_  
Date


2/5/2019  
\_\_\_\_\_  
Date

**Approved as to form:**

TIM WHITEHEAD  
PROSECUTING ATTORNEY

Approved as to form:

By:   
\_\_\_\_\_  
Deputy Prosecuting  
Attorney

By:   
\_\_\_\_\_  
City Attorney

IN WITNESS WHEREOF, the Board of County Commissioners has caused this official agreement to be signed and its official seal to be hereunto set on this 1st day of August, 2011.

Masson County

City of Madison

Clerk Board of County Commissioners

Mayor

2/11/11

Date

2/11/11

Date

Approved as to form:

JIM WHITEHEAD  
ATTORNEY AT LAW

Approved as to form:

City Attorney