

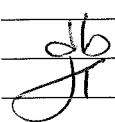
**EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET**

**PROJECT TITLE:**

**Interlocal Agreement  
between the City of Everett  
and Snohomish County  
concerning Low Barrier  
Supportive Housing**

\_\_\_\_\_ Briefing  
11/29/17 Proposed Action  
\_\_\_\_\_ Consent  
\_\_\_\_\_ Action  
\_\_\_\_\_ First Reading  
\_\_\_\_\_ Second Reading  
\_\_\_\_\_ Third Reading  
\_\_\_\_\_ Public Hearing  
\_\_\_\_\_ Budget Advisory

COUNCIL BILL # \_\_\_\_\_  
Originating Department Administration  
Planning  
Contact Person Hil Kaman  
Rebecca McCrary  
Phone Number 425-257-7133  
FOR AGENDA OF 11/29/17

Initialed by:  
Department Head \_\_\_\_\_  
CAA \_\_\_\_\_  
Council President 

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
6200 12 <sup>th</sup> Dr. SE (portion of the Reservoir 3 site)	Ordinance No. 3543-17 Budget Committee 9-13-17	Interlocal Agreement	Planning Legal Administration

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

On April 27, 2016 following a competitive application process, the County Council passed Motion 16-168 directing county staff to prepare an interlocal agreement with the City of Everett in response to a \$1,000,000 award for the City's proposed low barrier housing project. On April 27, 2017, the City Council approved a Comprehensive Plan Amendment adding the project to the Capital Facilities Plan as required by the County. The purpose of the proposed Interlocal Agreement is to facilitate the partnership between the City and the County to work together to explore ways to develop low barrier supportive housing and identifies the Chemical Dependency/Mental Health Program Funds as the potential funding resource. This mechanism is the precursor to approval of the actual funding approval documents.

**RECOMMENDATION (Exact action requested of Council):**

Authorize the Mayor to sign the Interlocal Agreement between the City of Everett and Snohomish County concerning Low Barrier Supportive Housing.



**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF EVERETT AND SNOHOMISH COUNTY  
CONCERNING LOW BARRIER SUPPORTIVE HOUSING**

THIS INTERLOCAL AGREEMENT BETWEEN THE CITY OF EVERETT AND SNOHOMISH COUNTY CONCERNING LOW BARRIER SUPPORTIVE HOUSING ("Interlocal Agreement") is made and entered into by and between Snohomish County, a political subdivision of the State of Washington (the "County") and the City of Everett, a Washington municipal corporation (the "City"), each (a "Party") and collectively (the "Parties") under this Interlocal Agreement.

In consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

**1. PURPOSE**

The purpose of this Interlocal Agreement is to express the intent of the City and County to work together to explore ways to develop low barrier supportive housing in Snohomish County within the city limits of Everett. Snohomish County CD/MH Program Funds have been identified as a potential resource that may be used to support acquisition, construction, and/or rehabilitation costs for the capital development of low barrier supportive housing.

**2. COMPENSATION/FINANCE**

This Interlocal Agreement is not a promise or guarantee of funding. Any agreement between the County and the City for specific funding to support the goal of low barrier supportive housing will be set forth in a separate agreement.

**3. DURATION**

This Interlocal Agreement shall commence when executed by the parties and either 1) recorded with the Snohomish County Auditor or 2) posted on the County's Interlocal Agreements website, and shall continue for 40 years, unless terminated by either Party, which termination may be effected upon receipt by one of the Parties of the written notice of termination of the other Party.

**4. LEGAL REQUIREMENTS**

Both parties shall comply with all applicable federal, state, and local laws in performing this Interlocal Agreement.

**5. APPLICABLE LAW AND VENUE**

This Interlocal Agreement shall be construed under the laws of the State of Washington. Venue of any legal action brought to enforce any of the terms and conditions of this Agreement shall be Snohomish County, Washington.

**6. NOTICE**

Any notice to be given the County under this Interlocal Agreement shall be either mailed or personally delivered to:

Snohomish County Human Services Department  
Attn: Division Manager, Housing & Community Services  
3000 Rockefeller Avenue, M/S 305  
Everett, WA 98201

Any notice to be given the City under this Interlocal Agreement shall be either mailed or personally delivered to:

City of Everett Planning Department  
Attn: Program Manager, Housing & Community Development  
2930 Wetmore Ave, Suite 8A  
Everett, WA 98201

Either the City or the County may change the address to which notices and other communications shall be sent, by notice to the other Party in the manner and with the effect set forth in Section 10.

#### 7. PUBLIC RECORDS

Each Party to this Interlocal Agreement shall respond to public records requests received by that Party. If the City receives a request for a County record that the City has used, but does not possess, the City shall: a) provide a copy of the request to the County and identify the specific record sought; and b) notify the requester that the public records request has been forwarded to the County for the specific record. Upon receipt of a forwarded request, the County in good faith, shall promptly respond to the forwarded request as a public records request from the requester for the specific record sought, provided that the date for responding to the requestor by the City pursuant to RCW 42.56.520, shall be based on the date the request is received by the County.

If the County receives a request for a City record that the County has used, but does not possess, the County shall: a) provide a copy of the request to the City and identify the specific record sought; and b) notify the requester that the public records request has been forwarded to the City for the specific record. Upon receipt of a forwarded request, the City in good faith, shall promptly respond to the forwarded request as a public records request from the requester for the specific record sought, provided that the date for responding to the requestor by the County pursuant to RCW 42.56.520, shall be based on the date the request is received by the City.

#### 8. INDEMNIFICATION

Each Party will indemnify and hold the other Party harmless as to any claim arising out of its negligence in the use of this Agreement.

#### 9. NO SEPARATE ENTITY

No separate legal or administrative entity is intended to be created pursuant to this Agreement. Nothing in this Agreement shall be construed to render the Parties partners or joint ventures.

10. ENTIRE AGREEMENT; MODIFICATION

This Interlocal Agreement shall not be amended or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of each of the Parties hereto with the same formalities as are necessary to execute this Agreement.

COUNTY:

CITY:

SNOHOMISH COUNTY, a political subdivision of the State of Washington	EVERETT, a Washington municipal corporation
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By: \_\_\_\_\_  
Dave Somers, County Executive  
Snohomish County

By: \_\_\_\_\_  
Ray Stephanson, Mayor  
City of Everett

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

By: Rebecca Wendling 11/14/2017  
Snohomish County  
Deputy Prosecuting Attorney

By: \_\_\_\_\_

