

EXHIBIT A (RESOLUTION 2361)

INTERLOCAL AGREEMENT

**BETWEEN THE CITY OF LONGVIEW, WASHINGTON AND THE COUNTY OF COWLITZ, WASHINGTON
HOSTED HOMELESS ENCAMPMENT PILOT PROJECT**

This Agreement is made and entered into this __ day of _____, 2021, by and between The COUNTY of Cowlitz, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as COUNTY, and the CITY of Longview, acting by and through its City Manager after approval by the City Council, hereinafter referred to as CITY, both of Cowlitz County, State of Washington, (together the “Parties”), witnesseth:

WHEREAS, this Agreement is made under the authority of RCW chapter 39.34, the Interlocal Cooperation Act; and

WHEREAS, homelessness continues to be a local, regional and national challenge due to many social and economic factors; and

WHEREAS, tent encampments have become a temporary mechanism for providing shelter for homeless individuals and families; and

WHEREAS, the Parties desire to establish a Hosted Homeless Encampment Pilot Project (“Project”) that provides a clean and safe temporary housing environment for those experiencing homelessness, while engaging in services and being supported in taking steps to obtain stable housing;

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The purpose of this Agreement, including all documents incorporated by reference, is to create the Hosted Homeless Encampment Pilot Project (“Project”). The County and the City (“Parties”) will collaborate to address homelessness and work with all organizations providing homeless support services within the two jurisdictions.

The rights and obligations of both Parties are governed by the General Terms and Conditions, and Exhibit A, Statement of Work.

Section 2.

The Agreement will commence on the date set forth above and will continue until the Project has completed twelve (12) months of operations.

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Section 3.

The performance of the obligations of this Agreement shall be in compliance with the provisions of RCW 39.34, the Interlocal Cooperation Act. The Parties agree that no separate legal administrative entities are necessary in order to carry out this Agreement.

The County agrees to fund the operations of the Project with local document recording fees, unless another source of revenue is identified.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by Chapter 4.96 RCW.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY other than claims for which liability may be imposed by Chapter 4.96 RCW.

Section 6.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by any other party.

Section 7.

This Agreement, along with Exhibit A, is the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the Parties. No prior agreement, correspondence, or portions thereof shall be used to interpret, modify, or explain the terms of the Agreement in the event that a dispute arises with respect to the Agreement.

Section 8.

The parties agree to complete and execute all supplemental documents necessary or appropriate to fully implement the terms of this Agreement.

Section 9.

No party shall assign this Agreement, or any part hereof, without the written consent of the other Parties. The Agreement shall inure to the benefit of and be binding upon the Parties and their successors and permitted assigns.

Section 10.

This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to the Agreement shall be Cowlitz County, Washington.

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Section 11.

If a court of law determines any provision of the Agreement to be unenforceable or invalid, the parties hereto agree that all other portions of this Agreement shall remain valid and enforceable.

Section 12.

This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and permitted assigns. No other person or entity shall have any right of action or interest in this Agreement based upon any provision of the Agreement.

Section 13.

All communications, notices and demands of any kind which any party requires or desires to give to any of the other parties shall be in writing and either served on the following individual(s) or deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Longview:

Kurt Sacha, City Manager
City of Longview
1525 Broadway
Longview, WA 98632

Copy to:

James McNamara, City Attorney
1525 Broadway
Longview, WA 98632

If to Cowlitz County:

Board of County Commissioners
County Administration Building, Room 300
207 North 4th Ave, Room 305
Kelso, WA 98626

Copy to:

Chief Civil Deputy
Cowlitz County Prosecuting Attorney
312 South 1st Ave West
Kelso, WA 98626

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Section 14.

All Parties shall comply with all applicable federal, state and local laws, regulations and rules in performing this Agreement.

Section 15.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute on and the same instrument.

CITY OF LONGVIEW, WASHINGTON

Kurt Sacha, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

James McNamara, City Attorney

COUNTY OF COWLITZ, WASHINGTON

Joe Gardner, Commissioner Chairman

Dennis Weber, Commissioner

Arne Mortensen, Commissioner

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Prosecuting Attorney

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SCOPE OF WORK

Hosted Homeless Encampment Pilot Project operations shall:

1. Be located in the City of Longview
2. Be funded by Cowlitz County
3. Operate for a total of twelve (12) months
4. Include on-site host services and case management, which will include wrap around services for individuals who need assistance in addressing physical and behavioral health challenges, financial barriers, and address any other barriers to housing.

The County will issue a Request for Proposal (RFP) to identify a sub-recipient to operate the Hosted Homeless Encampment Pilot Project and provide services to meet the needs of homeless individuals.

The County will provide contract management and monitor the sub-recipient, through the Cowlitz County Health & Human Services (CCHHS) department, and will ensure compliance with funding and contract requirements.

Selection of the sub-recipient will be collaborative between the County and the City. Upon contracting with sub-recipient(s) for the hosted homeless encampment pilot project, the sub-recipient will develop an internal data tracking mechanism with support from CCHHS, and will provide monthly activity and progress reports, as outlined in the contract for services. Monthly activity and progress reports will be made available to the County and the City. The sub-recipient will also provide a comprehensive report six (6) months into the contract that will be presented to the County and City, as well as, at twelve (12) months for contract closeout.