

**The City of Langley**  
**M E M O R A N D U M**

**DATE:** May 11, 2011

**TO:** City Council

**FROM:** Paul Samuelson, Mayor

**RE: HOUSING ADVISORY BOARD INTERLOCAL AGREEMENT**

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Attached for your review and approval is an Interlocal Agreement that would establish the Island County Advisory Board. The agreement is between Island County, the Cities of Langley and Oak Harbor, and the Town of Coupeville and has been discussed by the Council of Governments (COG).

In the summer of 2010, the Island County Human Services Office gave a presentation to the Council of Governments on the benefit of combining the Homeless Housing Task Force with the Affordable Housing Advisory Board. The COG was in agreement with the proposal.

The Affordable Housing Advisory Board is governed by an interlocal agreement and a new interlocal agreement is required to combine the boards. The Island County Prosecuting Attorney's Office drafted the attached agreement that needs to be reviewed and approved by all parties.

City Attorney, Grant Weed, has reviewed the agreement.

**RECOMMENDED ACTION:**

Approve the attached interlocal agreement establishing the Island County Housing Advisory Board.

**Interlocal Cooperation Agreement between Island County, the Cities of Langley and Oak Harbor, and the Town of Coupeville for the Purpose of Establishing the Island County Housing Advisory Board**

This Agreement is entered into between Island County and the Cities of Langley, Oak Harbor, and the Town of Coupeville for the purpose of establishing an Island County Housing Advisory Board to assist housing programs throughout Island County funded from surcharges on recording documents at the Island County Auditor's Office for an extremely low income and very low income housing program, and a homeless housing program.

WHEREAS, the 2002 Washington State Legislature passed Substitute House Bill 2060 (RCW 36.22.178) establishing a recorded document surcharge to support housing projects that are affordable to low-income persons, with the portion of the surcharge retained by the county to be used according to an interlocal agreement between the county and the cities within the county; and

WHEREAS, on June 16, 2003, Island County, the cities of Langley and Oak Harbor, the town of Coupeville, and the Housing Authority of Island County entered into an interlocal cooperation agreement for the use of the county-retained portion of the RCW 36.22.178 document recording surcharge for a low-income housing program in the county and cities/town, which was recorded under Island County Auditor's file number 4067793, and thereafter was modified by Amendment 1 on October 2, 2006, which was recorded under Island County Auditor's file number 4183365; and

WHEREAS, the 2007 Washington State Legislature passed Engrossed Second Substitute House Bill 1359 that modified RCW 36.22.178 and the uses that can be made of the county-retained portion of the document recording surcharge; and

WHEREAS, the 2005 Washington State Legislature passed Engrossed Second Substitute House Bill 2163 (RCW 36.22.179), the Homeless Housing and Assistance Act, adding an additional recorded document surcharge to support a county homeless housing plan with the portion of the surcharge retained by the county; and

WHEREAS, the 2005 Washington State Legislature passed Substitute Senate Bill 5767 (RCW 43.185C.160) requiring a county to establish a local homeless housing task force to develop and recommend a ten-year homeless housing plan, unless a county declines to participate in the program; and

WHEREAS, on December 19, 2005, the Island County Board of County Commissioners adopted Resolution C-144-05, the first Island County 10-Year Homeless Housing Plan, which was recommended by a homeless housing task force organized by the Housing Authority of Island County, whose members were not appointed by the Board of County Commissioners; and

WHEREAS, it is necessary to have a homeless housing task force designated by the Board of County Commissioners and it would be more efficient and effective if the county's homeless housing task force and the advisory board created for the low-income housing program were combined to comprehensively address the issues of homelessness and affordable housing; NOW, THEREFORE,

In consideration of the mutual housing benefits for low-income and homeless persons, the signatories to this Agreement agree as follows:

1. Island County Housing Advisory Board. The Island County Housing Advisory Board (ICHAB) is hereby established.

The Island County Housing Advisory Board shall consist of the following members:

- A.) A representative of Island County;
- B.) A representative of the City of Oak Harbor;
- C.) A representative of the City of Langley;
- D.) A representative of the Town of Coupeville;
- E.) A representative from Camano Island;
- F.) One homeless person or formerly homeless person;
- G.) A representative of a private nonprofit organization with experience in low-income housing services; and
- H.) Up to 9 at-large members that include representatives from the construction industry, property management industry, real estate industry and agencies who serve low income households.

Representatives of the city of Oak Harbor, city of Langley, and town of Coupeville shall be appointed by their respective mayors. The other representatives shall be appointed by the Island County Board of County Commissioners. No member in category H. may serve on the ICHAB who is, or whose spouse or registered domestic partner is, employed by or serves on the board of an organization or group that is a recipient of funds for a project under Section 2 below. The terms of the members shall be three years; however, to stagger terms, the initial term of the members in categories A., C., E., and G. shall be two years, and the term of half of the initial members in category H. shall be two years. The other members shall have initial terms of three years. After the initial terms, all terms shall be three years. The ICHAB shall operate under the provisions of the Open Public Meetings Act, Chapter 42.30 RCW. A majority of the members of the ICHAB, as then constituted, shall constitute a quorum to conduct business.

2. ICHAB Responsibilities.

A. The ICHAB will serve as the organization to review applications and make recommendations to the Island County Board of County Commissioners for funding projects from revenues from the RCW 36.22.178 (Affordable Housing for All) and RCW 36.22.179 (Homeless Housing and Assistance) county-retained document recording surcharge funds. The recommendations for funding projects from revenues of the RCW 36.22.178 (Affordable Housing for All) surcharges must be consistent with the uses authorized by state statute. The recommendations for funding projects from revenues of the RCW 36.22.179 (Homeless Housing and Assistance) surcharges must be consistent with the then-current Island County 10-Year Plan to Reduce Homelessness.

B. The ICHAB will recommend to the Island County Board of County Commissioners, at least annually, updates related to the Island County 10-Year Plan to Reduce Homelessness under the provisions of RCW 43.185C.050, and any other recommendations to the Board as authorized under RCW 43.185C.160. The 10-Year Plan updates shall not be inconsistent with the State Department of Commerce's ten-year homeless housing strategic plan.

3. No New Legal Entity – Administrator of Agreement. No separate legal or administrative entity is created or intended to be created hereby. The administrator of this Agreement, who shall staff ICHAB meetings, is the Director of the Island County Human Services Department. Island County shall retain six percent of the revenues from the RCW 36.22.178 (Affordable

Housing for All) and RCW 36.22.179 (Homeless Housing and Assistance) surcharge funds from the prior year for costs related to administration of this Agreement.

4. Annual Reports. At least annually, the Director of the Island County Human Services Department shall report to the parties to this Agreement regarding the funds expended under this Agreement.

5. Term. This Agreement shall exist for five (5) years from the date of execution and shall be deemed automatically renewed for consecutive five (5) year period thereafter unless any party elects to terminate this Agreement. This Agreement may be terminated effective upon expiration of the initial five (5) year period or any subsequent five (5) year period by the terminating party giving written notice of termination to all of the other parties not later than the sixtieth (60<sup>th</sup>) day prior to the expiration of the term. Such notice of termination shall be by appropriate action of the elected governing body of the terminating party. This Agreement may be amended, altered or changed in any manner by the mutual written agreement of the parties.

6. Indemnification/Hold Harmless. Each party shall assume the risk of, be liable for, and pay all damages, losses, costs, and expenses of its officers, officials, employees, and volunteers arising out of any duty performed, or not performed, while acting within the scope of this interlocal cooperation agreement.

7. Manner of Acquiring, Holding and Disposing of Property. The parties will not jointly acquire or hold real or personal property to fulfill this Agreement.

8. Filing of Agreement. Prior to its entry into force, this Agreement shall be filed with the Island County Auditor.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**Board of County Commissioners  
Island County, Washington**

**City of Langley**

\_\_\_\_\_  
Angie Homola, Chair

\_\_\_\_\_  
Paul Samuelson

\_\_\_\_\_  
Helen Price Johnson

**City of Oak Harbor**

\_\_\_\_\_  
Kelly Emerson

\_\_\_\_\_  
Jim Slowik

**ATTEST:**

**Town of Coupeville**

\_\_\_\_\_  
Elaine Marlow, Clerk of the Board

\_\_\_\_\_  
Nancy Conard

AMENDMENT NO. 2 TO  
INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITIES OF  
LANGLEY AND OAK HARBOR, ISLAND COUNTY, AND THE TOWN OF  
COUPEVILLE FOR THE PURPOSE OF ADMINISTERING RECORDING  
SURCHARGE FUNDS GENERATED AS ALLOWED UNDER RCW 36.22.178

The original Interlocal Cooperation Agreement was entered into on June 16, 2003 between the cities of Langley and Oak Harbor, Island County, the town of Coupeville and the Housing Authority of Island County for the purpose of creating an interlocal agreement for the use of funds created through the surcharge of ten dollars for each document recorded through the County Auditor's office to fund housing programs for extremely low and very low income persons throughout Island County. Amendment No. 1 was entered into by the parties on October 2, 2006.

This Amendment No. 2 amends the Agreement, as follows:

The June 16, 2003 Interlocal Cooperation Agreement, which was recorded under Island County Auditor's file number 4067793, and thereafter modified by Amendment No. 1 on October 2, 2006, is hereby terminated. Prior to its entry into force, this Amendment No. 2 shall be filed with the Island County Auditor.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**Board of County Commissioners  
Island County, Washington**

**City of Langley**

\_\_\_\_\_  
Angie Homola, Chair

\_\_\_\_\_  
Paul Samuelson

\_\_\_\_\_  
Helen Price Johnson

**City of Oak Harbor**

\_\_\_\_\_  
Kelly Emerson

\_\_\_\_\_  
Jim Slowik

**ATTEST:**

**Town of Coupeville**

\_\_\_\_\_  
Elaine Marlow, Clerk of the Board

\_\_\_\_\_  
Nancy Conard

**Housing Authority of Island County**

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Teri Anania, Executive Director