

RESOLUTION NO. 1030

A RESOLUTION of the City Council of the City of Camas, Washington, declaring the need for the Housing Authority of the City of Vancouver to operate within the boundaries of the City in connection with certain activities..

WHEREAS, RCW 35.82.070(13) provides that a housing authority may exercise its powers within the boundaries of any city not included in its area of operation if the governing or legislative body of that city adopts a resolution declaring that there is a need for the housing authority to exercise its powers within the city; and

WHEREAS, the City Council of the City of Camas, Washington (the "City"), has determined that there is a need for a housing authority to exercise its powers within the City in connection with (1) the development of a 50-unit multifamily residential project located at the southwest corner of Logan & 28th Street (the "Multifamily Project"), which will be owned by the Housing Authority of the City of Vancouver (the "Authority") and leased to Affordable Community Environments or a low-income housing tax credit affiliate thereof, which Multifamily Project is undertaken in furtherance of the Clark County/City of Vancouver Consolidated Housing and Community Development Plan, and (2) the management of Crown Villa, a 19-unit HUD 202 (Senior Supportive Housing) project owned by Columbia Non Profit Housing, located at 1529 Division Street (the "Seniors Project"); and

WHEREAS, the Authority has indicated that it is willing to exercise its powers within the City in connection with the development and financing of the Multifamily Project and the management of the Seniors Project; NOW, THEREFORE,

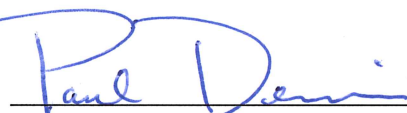
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CAMAS, WASHINGTON, as follows:

Section 1. Declaration of Need; Authorization. The City Council of the City declares that there is a need for the Authority to exercise its powers within the City in connection with the development and financing of the Multifamily Project and the management of the Seniors Project, and authorizes the Authority to so exercise its powers within the City.

Section 2. Effective Date. This resolution shall be in full force and effect from and after its adoption and approval.

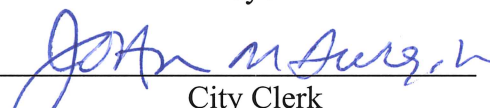
The foregoing resolution was ADOPTED by the City Council of the City of Camas, Washington, at a regular open public meeting thereof this 19th day of September, 2005.

SIGNED



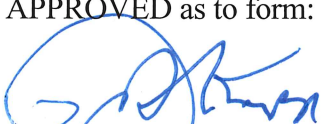
Mayor

ATTEST:



City Clerk

APPROVED as to form:



City Attorney

INTERLOCAL COOPERATION AGREEMENT

BETWEEN

**CLARK COUNTY AND THE CITIES OF BATTLE GROUND, CAMAS, LACENTER,
RIDGEFIELD, VANCOUVER, WASHOUGAL, WOODLAND AND
THE TOWN OF YACOLT**

**FOR THE PURPOSE OF ADMINISTERING SURCHARGE FUNDS GENERATED
AS A RESULT OF HOUSE BILL 2060**

This agreement is entered into by Clark County and the cities of Battle Ground, Camas, LaCenter, Ridgefield, Vancouver, Washougal, Woodland, and the Town of Yacolt.

WHEREAS, the Washington State Legislature passed substitute House Bill 2060 during the 57th Legislative Session and Governor Locke signed the bill on April 2, 2002 and,

WHEREAS, this bill authorizes a ten dollar surcharge on documents recorded by the County Auditor's office with the funds to be used for housing programs for extremely low and very low income persons and,

WHEREAS, it is in the best interests of the cities and Clark County to enter into an agreement regarding the use of these funds and,

WHEREAS, Voucher Assistance Programs, McKinney funds, Emergency Shelter Assistance Program funds, Emergency Shelter Grant Program funds, Housing Trust Fund grants, Community Development Block Grant Housing Rehabilitation, and Home Investment Partnership Program funds have either been reduced or require matching funds and,

WHEREAS, HOME funds currently require a twenty-five percent non-federal match and may only serve persons at or below fifty percent (50%) of the area median income and,

WHEREAS, Clark County has undertaken an extensive public participation process to develop consensus for the use of these funds and,

WHEREAS, the Clark County Department of Community Services serves as the Lead Agency for administering HOME consortium funds,

NOW THEREFORE, in consideration of the mutual housing benefits for extremely low income and very low-income persons living throughout Clark County, the parties agree as follows:

- A. These funds may serve as the twenty-five percent match for HOME consortium funds.

- B. These funds shall only service persons at or below fifty percent (50%) of the area median income.
- C. These funds will provide for the following housing programs as developed through a public process to meet the housing needs of county residents:
 - 1. **Capital funds for transitional and permanent housing:** Thirty percent (30%) of the funds will be used for development of transitional and permanent housing, including acquisition and rehab or new construction costs. New construction is only an eligible use if vacancy rates are under ten percent. The document recording fee revenues can leverage other capital resources such as HOME and CDBG.
 - 2. **Operating funds for shelters, transitional, and permanent housing:** Forty percent (40%) of the funds will be used to maintain the current level of shelter services, provide operating subsidies to transitional or permanent housing providers, or rental assistance vouchers to private for-profit and non-profit housing providers.
 - 3. **Creation of a Local Housing Bond:** Approximately one-third (\$250,000) per year of the available revenue, will be used to purchase a 10-year low-income housing bond. Bond proceeds, estimated at approximately \$2,000,000, will be deposited in an interest-bearing account for the purpose of land or housing acquisition. The land-banking program, made possible with the bond, will allow the community to secure property while costs and interest rates are as low as they are likely to be in the foreseeable future. This bonding mechanism will also assist Clark County, and the cities within the county, to meet their housing goals as outlined in the Growth Management Act, including goals for affordable housing.
 - 4. Administration of the fund will be the responsibility of the Clark Housing Review Board (CHRB).
- D. These funds will be collected by the Clark County Auditor's Office and held as a single fund at the County to be drawn down by the Lead Agency (Clark County Department of Community Services) to be used for the above program purposes. Funds will generally be allocated annually.
- E. Clark County will annually prepare a report on the expenditures and projects/agencies assisted with the funds.
- F. Funds collected and activities undertaken pursuant to this agreement shall only apply to the portion of the City of Woodland that is within Clark County.

- G. This Agreement is solely for the benefit of the parties hereto and no right is given to any other party by this Agreement.
- H. Each party("that party") does release, indemnify and promise to defend and save harmless the other party, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees which arise out of, are connected with, or are incident to any errors, omissions or negligent acts of the "that party", its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the "that party's" obligations under this Agreement. In making such assurances, each party specifically agrees to indemnify and hold harmless the other parties from any and all bodily injury claims brought by employees of the other parties and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against another party; provided, however, this paragraph does not purport to indemnify the parties against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of a party, its elected officials, officers, employees and agents.
- I. This Agreement shall be construed as being executed and delivered within the State of Washington, and it is mutually understood and agreed by each party that all agreements and activities related hereto shall be governed by laws of the State of Washington, both as to interpretation and performance. Venue shall be Clark County.
- J. Any party may withdraw from this Agreement by for any reason by providing written notice of withdrawal to the other parties. A party's withdrawal from this Agreement shall not affect the survival of the Agreement.
- K. Parties to this agreement may request modifications to the terms or conditions of this Agreement. Proposed modifications that are mutually agreed upon shall be incorporated by written amendment to this Agreement.