

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/25/2025

Clerk's File #

OPR 2025-0362

Cross Ref #**Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

COMMUNITY, HOUSING & HUMAN

Bid #**Contact Name/Phone**

DAWN KINDER 625-6443

Requisition #**Contact E-Mail**

DKINDER@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

JBINGLE PDILLON ZZAPPONE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

1680- INTERLOCAL AGREEMENT FOR A COLLECTION REGIONAL EFFORT

Agenda Wording

The City of Spokane, Spokane County, City of Spokane Valley, and Spokane County Housing and Community Development Department. The purpose of this Agreement is to acknowledge the Parties' mutual interest to jointly plan and coordinate Parties' separate homeless and housing services and projects within the region.

Summary (Background)

The City of Spokane, Spokane County, City of Spokane Valley, and Spokane County Housing and Community Development Department. The purpose of this Agreement is to acknowledge the Parties' mutual interest to jointly plan and coordinate Parties' separate homeless and housing services and projects within the region.

APPROVED BY
SPOKANE CITY COUNCIL:

May 19, 2025
[Signature]
CITY CLERK

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?			
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
<u>Amount</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>			
<u>Funding Source Type</u>		Select	
Is this funding source sustainable for future years, months, etc?			
<u>Expense Occurrence</u>			
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	GBYRD		
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	GBYRD		
<u>For the Mayor</u>	GBYRD		
<u>Distribution List</u>			
		dkinder@spokanecity.org	
arielleanderson@spokanecity.org		dnorman@spokanecity.org	

NO. **25 - 0253**

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF APPROVING AN
INTERLOCAL AGREEMENT WITH THE CITY
OF SPOKANE AND THE CITY OF SPOKANE
VALLEY FOR A COLLECTIVE REGIONAL
EFFORT CENTERED ON THE 5-YEAR PLAN
TO END HOMELESSNESS

RESOLUTION

WHEREAS, pursuant to the Constitution and laws of the State of Washington, Spokane County, Washington (County) is a class A county duly organized and existing; and

WHEREAS, pursuant to RCW 36.32.120(6), the Board of County Commissioners (Board) has the care of county property and the management of county funds and business; and

WHEREAS, the City of Spokane is a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201; and

WHEREAS, and City of Spokane Valley is a municipal corporation of the State of Washington, whose address is 10210 East Sprague Avenue, Spokane Valley, WA 99206; and

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), two or more public entities may jointly cooperate between or among themselves to perform the functions which each may individually perform; and

WHEREAS, Spokane County, City of Spokane, and City of Spokane Valley, are required to integrate and coordinate their respective homeless plans, strategies, actions and responsibilities within their respective jurisdictions; and

WHEREAS, the Spokane Regional Continuum of Care 2025-2030 5-Year Strategic Plan to Prevent and End Homelessness ("Homelessness Strategic Plan") has the following objectives:

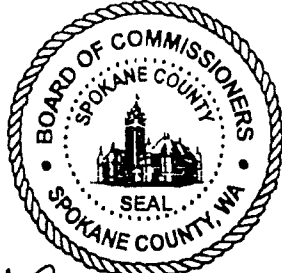
- *Objective One:* Promote an equitable, accountable, and transparent homeless crisis response system
- *Objective Two:* Prioritize those with the greatest barrier to housing stability and the greatest risk of harm
- *Objective Three:* Prevent episodes of homelessness whenever possible
- *Objective Four:* Seek to house everyone in a stable setting that meets their needs
- *Objective Five:* Strengthen the homeless provider workforce

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, that the Board hereby:

1. Approves of the interlocal agreement, attached hereto and incorporated herein, between Spokane County, City of Spokane, and City of Spokane Valley, for a collective regional effort centered on the 2025-2030 5-Year Strategic Plan to Prevent and End Homelessness; and

2. Authorizes the Chair of the Board, a majority of the Board, or the Chief Executive Officer or designee, to sign and execute, at other than an open public meeting, the attached interlocal agreement, as well as any other documents necessary to give effect to this resolution.

PASSED AND ADOPTED this 13th day of May, 2025.



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kumeey
MARY L. KUMEY, CHAIR

ATTEST:

Ginna Vasquez
Ginna Vasquez
Clerk of the Board

Josh Kerns
JOSH KERNS, VICE-CHAIR

Al French
AL FRENCH, COMMISSIONER

Amber Waldref
AMBER WALDREF, COMMISSIONER

Chris Jordan
CHRIS JORDAN, COMMISSIONER

INTERLOCAL AGREEMENT FOR A COLLECTIVE REGIONAL EFFORT CENTERED ON THE 5-YEAR PLAN TO END HOMELESSNESS

THIS INTERLOCAL AGREEMENT (herein after "Agreement") is entered into by and between **SPOKANE COUNTY** ("County"), a political subdivision of the State of Washington, through the Spokane County Housing and Community Development Department ("HCD"), whose address is 1026 West Broadway Avenue, Fourth Floor, Spokane, WA 99201, and the **CITY OF SPOKANE** (hereinafter "Spokane City"), a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201, and **CITY OF SPOKANE VALLEY** (hereinafter "Valley"), a municipal corporation of the State of Washington, whose address is 10210 East Sprague Avenue, Spokane Valley, WA 99206, sometimes referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the Spokane County Board of County Commissioners, pursuant to the provisions of the Revised Code of Washington, Section 36.32.120(6), has the care of County property and the management of County funds and business; and

WHEREAS, the Washington State Interlocal Cooperation Act (Chapter 39.34 of the Revised Code of Washington) provides for interlocal cooperation between government agencies; and

WHEREAS, all Parties are required to integrate and coordinate their respective homeless plans, strategies, actions and responsibilities within their respective jurisdictions; and it is in the public interest to cooperate in carrying out homeless funding priorities; and

WHEREAS, the Spokane Regional Continuum of Care 2025-2030 5-Year Strategic Plan to Prevent and End Homelessness ("Homelessness Strategic Plan") has the following objectives:

- **Objective One:** *Promote an equitable, accountable, and transparent homeless crisis response system*
- **Objective Two:** *Prioritize those with the greatest barrier to housing stability and the greatest risk of harm*
- **Objective Three:** *Prevent episodes of homelessness whenever possible*
- **Objective Four:** *Seek to house everyone in a stable setting that meets their needs*
- **Objective Five:** *Strengthen the homeless provider workforce*

THEREFORE, in consideration of the foregoing and of the mutual promises herein, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to acknowledge the Parties' mutual interest to jointly plan and coordinate Parties' separate homeless and housing services and projects within the region.
2. **ADMINISTRATION.** The Parties shall meet as frequently as needed to meet the following objectives and coordinate various funding schedules. The Parties shall administer their various program grants separately, and in accordance with local, state and federal Grant Administration Policies; Guidelines; and General Terms and Conditions. The County's contract administrator is the HCD Administrator. The Spokane City's contract administrator is the Neighborhood, Housing and Human Services, Director. The Valley's administrator is the City Services Administrator.
3. **DATA COLLECTION.** The Parties acknowledge that agreements funded through the Spokane Regional Continuum of Care organization require HMIS data collection and reporting as identified by federal and state funding sources. Parties shall share data in accordance with this Agreement and with any applicable Data Sharing Agreements. Each participating jurisdiction will encourage those operating homeless and/or housing services/projects not funded through the Spokane Regional Continuum of Care organization to utilize HMIS as a data center to support regional and thorough data collection and evaluation.
4. **JOINT-RESPONSIBILITIES OF THE PARTIES:**
 - a. The Parties shall collaborate through regular meetings between the Administrators or their designees, or other representatives from each Party, in order to identify efficiencies that the Parties can obtain through coordinating each Party's separate actions in furtherance of the Homelessness Strategic Plan.
 - b. To increase efficiencies, maximize the effectiveness of the Parties' limited financial resources, and avoid duplication of efforts, the Parties shall coordinate planning, community outreach, and planned development efforts related to the Homelessness Strategic Plan.
 - c. Each Party shall update and approve local homeless plans pursuant to RCW 43.185C.050 as needed. Adopted plans must be consistent with the Local Plan Guidelines issued by the Department of Commerce. Nothing herein prevents a Party from adopting another Party's local homelessness plan in whole or in part.
 - d. Each Party shall maintain and update their respective Housing Inventory Count (HIC) dedicated to homeless persons, and any units or all activities funded using local homeless and affordable housing fees collected under RCW 36.22.250.
 - e. Parties shall coordinate inclement weather response pertaining to cooling centers, warming centers, and clean air needs.
 - f. The Parties shall jointly plan and conduct a point-in-time count (PIT) of homeless persons, required under RCW 43.185C.030. Counts must be carried out in compliance with the Department of Commerce Count Guidelines. The Parties will jointly evaluate the methodology used in determining a homeless point-in-time measurement prior to reporting the data to the Department of Commerce and/or releasing the information to the public.
 - g. The Parties shall coordinate with each other in the process of distributing homelessness grant funds, and awarding grants for programs designed to achieve goals identified in the

Homelessness Strategic Plan. This coordination shall include (a) keeping each other timely informed when Requests for Proposals (RFPs) are solicited, (b) providing each other information about each Party's grant award decisions (such as, but not limited to, identifying the recipient, the activity/program being funded by the grant award, the amount of the award, and the duration of grant agreements), (c) developing a model RFP application form to use when soliciting proposals for projects related to the Homelessness Strategic Plan (d) establishing minimum qualifications for selected providers and (e) jointly evaluating the performance of current and previously funded contracts .

- h. In order to evaluate the effectiveness of homelessness programs, promote transparency and ensure accountability, the Parties shall continue to identify consistent minimum contract requirements for the Parties to include in their individual agreements with providers that receive funding from any of the Parties to provide services advancing the Homelessness Strategic Plan, evaluate the performance of the funded providers throughout the funding cycle and establish a consistent auditing process for providers.
- i. The Parties shall provide periodic updates to the other Parties regarding the work being conducted by their local advisory boards and committees.
- j. The Parties shall consistently collect data from homelessness service providers and require said providers to input accurate data in the HMIS system on a timely basis.
- k. The Parties shall establish priority interventions that serve extremely low and very low income households in order to identify programs eligible for funding with the document recording surcharge retained by Spokane County in accordance with RCW 36.22.250(3)(c).
- l. The Parties shall establish a coordinated data reporting process that provides information regarding homeless system performance to the Spokane City Council, the Spokane Valley City Council, the Spokane County Board of County Commissioners, and to the general public.

- 5. DURATION OF AGREEMENT – TERMINATION. This Agreement shall commence when all Parties have signed and executed the same, and shall terminate on May 1, 2030, unless terminated earlier by any Party by providing 60 days' prior written notice. The obligations identified in paragraphs 7 and 19 shall survive termination of this Agreement.
- 6. RIGHT TO CONTRACT INDEPENDENTLY / NO ENCUMBRANCES. Any Party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other Parties and shall not bind or otherwise obligate the other Parties to participate in the activity. Nothing in this Agreement shall be construed to authorize the commitment of any Party's funds, or the execution of contracts on behalf of that Party that encumbers public funds or resources, without the approval of that Party's legislative body to the extent such approval is required under its local code or procurement policies.
- 7. HOLD-HARMLESS. Each Party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. None of the Parties assume responsibility for the consequences of any act or omission of any other Party to this agreement or any person or entity not a party hereto. This Agreement is not intended to

create any third party beneficiary or a duty of any kind to any person, firm, corporation, or entity in any form that is not a party to this agreement.

In accordance with the above, each Party receiving a claim for damages from a third party ("Indemnifying Party(ies)"), when such damages are alleged to have arisen from that Party's negligent or wrongful act or failure to act on the part of itself, its agents, or employees, shall indemnify, defend, and hold harmless the other Parties ("Indemnified Party(ies)"). When the damages are alleged to have arisen from the concurrent negligence or wrongful acts or failures to act of more than one Party herein, then (a) the Indemnifying Parties shall fully defend, indemnify, and hold harmless any Party who is not alleged to have engaged in negligent or wrongful action or inaction injuring a third party, and (b) each Indemnifying Party shall be responsible only for that portion of the damages caused by that Indemnifying Party's negligence, wrongful actions, or failure to act.

8. RCW 39.34 REQUIRED CLAUSES.

- a. Purposes. See Section No.1 above.
- b. Duration. See Section No. 5 above
- c. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of the Agreement.
- d. Administration. See Section No. 2 above.

9. Property Upon Termination. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

10. Amendment. Parties may amend this Agreement only in a writing signed and executed by all Parties and with the same formalities as required for this Agreement.

11. Assignment. No Party may assign any part of this Agreement to a third party. No other person or entity has any right or privilege under or in connection with this Agreement.

12. Compliance with Laws. Parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders from courts of competent jurisdiction.

13. Counterparts. The Parties may execute this Agreement and any amendment in counterparts. Each counterpart will constitute an original, all of which together will constitute the same Agreement.

14. Headings. The headings in this Agreement are non-substantive and for reference only.

15. Independent Contractors. The Parties to this Agreement are independent contractors. No officer, employee, agent, or representative of any Party will be deemed an officer, employee, agent, or representative of another Party.

16. Maintenance of Records. Each Party is responsible for maintaining its own documents,

records, media, and data in connection with this Agreement. Each Party must make available to Spokane County, at any time during normal operating hours, all nonconfidential or nonprivileged records, books, or pertinent information arising from or in connection with this Agreement which are in that Party's possession or control.

17. **Merger.** The provisions of this Agreement, and any attachments, exhibits, or other materials incorporated herein, together constitute the complete and exclusive understanding between the Parties regarding the subject matter hereto. There are no other promises, terms, or understandings between the Parties in connection with this Agreement.
18. **Notices.** All notices shall be in writing and delivered either in person, by United States mail, or by email to the applicable Administrator or Administrator's designee.
19. **Public Records Act.** The Parties acknowledge and agree that Spokane County, City, and Valley are bound by Chapter 42.56 RCW (Public Records Act) and that the Public Records Act controls over any part of this Agreement which may conflict. No Party will be deemed in breach of this Agreement for complying with any requirement of the Public Records Act. The Parties must assist each other in retaining and producing public records in connection with this Agreement. Any Party's failure to so assist will constitute a material breach of this Agreement, and any Party who fails to assist must indemnify, defend, and hold the non-breaching Parties harmless from any liability resulting from such breach.
20. **Severability.** If any part of this Agreement is held by a court of competent jurisdiction, arbitrator, or mediator to be invalid or unenforceable, then all other parts of this Agreement will remain in full force and effect.
21. **Time of the Essence.** Time is of the essence for every provision of this Agreement.
22. **Waiver.** If a Party fails to require performance from another Party under this Agreement or fails to claim a breach of this Agreement by another Party, then such failure will not be interpreted or construed as affecting any subsequent breach of this Agreement or the right to require performance or affect the ability to claim a breach of this Agreement.



ATTEST:

GINNA VASQUEZ
GINNA VASQUEZ, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY
MARY L. KUNEY, CHAIR

JOSH KERNS
JOSH KERNS, VICE-CHAIR

AL FRENCH
AL FRENCH, COMMISSIONER

AMBER WALDREF
AMBER WALDREF, COMMISSIONER

CHRIS JORDAN
CHRIS JORDAN, COMMISSIONER

Approved as to form:

LAWRENCE H. HASKELL
Spokane County Prosecuting Attorney

R. Wesley Zickau
R. Wesley Zickau, WSBA #58416
Deputy Prosecuting Attorney

CITY OF SPOKANE



Alexander Scott - City Administrator

ATTEST:



City Clerk

Approved as to form:



City Attorney



CITY OF SPOKANE VALLEY

John Hohman – City Manager

ATTEST:

City Clerk

Approved as to form:

City Attorney

Submit to Clerk of the Board with available supporting materials (Resolutions, Agreements, Presentations, etc.)

AGENDA SHEET

SUBMITTING DEPARTMENT: *Parks, Recreation & Golf*

CONTACT PERSON: *Doug Chase*

PHONE NUMBER: *477-2720*

CHECK TYPE OF MEETING BELOW:

☒ Regular Legislative Session Agenda

BELOW FOR CLERK'S USE ONLY:

Clerk's Resolution No.	<u>25 - 0253</u>
Approved:	<u>Majority/Unanimous</u>
Denied:	<u>Majority/Unanimous</u>
Renews/Amends No.	<u> </u>
Public Works No.	<u> </u>
Purchasing Dept. No.	<u> </u>

AGENDA TITLE *(please provide a reasonably descriptive agenda title for this item:* In the matter of granting an easement to Avista, Inc. to route underground electrical power through a portion of the Mica Peak Conservation Area and relocate existing overhead electrical facilities underground.

DESCRIPTIVE SUMMARY *(please provide anticipated fiscal and budgetary information & reason for request):*

In 2017, Spokane County Parks, Recreation and Golf purchased three parcels on Mica Mountain from Inland Empire Paper, Co. through funding provided by the Spokane County Conservation Futures program and the Washington State Recreation and Conservation Office. The combined acreage of this acquisition was a little more than 900 acres. These parcels connected the Mica Peak Conservation Area and Liberty Lake Regional Park, providing the public with a combined 5,300 acres of contiguous public land on which to hike, bike and take in the beauty of the natural surroundings.

When Spokane County purchased these parcels from Inland Empire Paper in 2017, these parcels contained an 60' easement granted to Avista, Inc. (formerly Washington Power Co.) in 1997. Avista uses this easement to provide overhead electrical service to various radio and communications customers located near the top of Mica Peak. Avista is requesting a new 10' wide easement which follows the same general route up the north side of Mica Mountain and will be used to install underground electrical service lines.

The purpose of this project is to reduce potential wildfire risks, reduce outages and improve access. After the underground service is installed, Avista will remove the overhead lines and poles and Spokane County will terminate and release the existing 60' wide easement. Avista will provide erosion and sediment control, reseed with native seed mixes, control noxious weeds and monitor the disturbed areas for up to 2 years after installation is completed.

FISCAL IMPACT *(please provide anticipated fiscal and budgetary impact, with amount and source of funds, if applicable):* None

REQUESTED BOARD ACTION *(if any):* Approve

Other County Departments Impacted - List any other departments that were notified in advance of this agenda item: Legal

This Item will need to be codified in the Spokane County Code: No

**INTERLOCAL AGREEMENT FOR A COLLECTIVE REGIONAL EFFORT CENTERED ON THE 5-YEAR
PLAN TO END HOMELESSNESS**

THIS INTERLOCAL AGREEMENT (herein after "Agreement") is entered into by and between **SPOKANE COUNTY** ("County"), a political subdivision of the State of Washington, through the Spokane County Housing and Community Development Department ("HCD"), whose address is 1026 West Broadway Avenue, Fourth Floor, Spokane, WA 99201, and the **CITY OF SPOKANE** (hereinafter "Spokane City"), a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201, and **CITY OF SPOKANE VALLEY** (hereinafter "Valley"), a municipal corporation of the State of Washington, whose address is 10210 East Sprague Avenue, Spokane Valley, WA 99206, sometimes referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the Spokane County Board of County Commissioners, pursuant to the provisions of the Revised Code of Washington, Section 36.32.120(6), has the care of County property and the management of County funds and business; and

WHEREAS, the Washington State Interlocal Cooperation Act (Chapter 39.34 of the Revised Code of Washington) provides for interlocal cooperation between government agencies; and

WHEREAS, all Parties are required to integrate and coordinate their respective homeless plans, strategies, actions and responsibilities within their respective jurisdictions; and it is in the public interest to cooperate in carrying out homeless funding priorities; and

WHEREAS, the Spokane Regional Continuum of Care 2025-2030 5-Year Strategic Plan to Prevent and End Homelessness ("Homelessness Strategic Plan") has the following objectives:

- **Objective One:** *Promote an equitable, accountable, and transparent homeless crisis response system*
- **Objective Two:** *Prioritize those with the greatest barrier to housing stability and the greatest risk of harm*
- **Objective Three:** *Prevent episodes of homelessness whenever possible*
- **Objective Four:** *Seek to house everyone in a stable setting that meets their needs*
- **Objective Five:** *Strengthen the homeless provider workforce*

THEREFORE, in consideration of the foregoing and of the mutual promises herein, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to acknowledge the Parties' mutual interest to jointly plan and coordinate Parties' separate homeless and housing services and projects within the region.
2. ADMINISTRATION. The Parties shall meet as frequently as needed to meet the following objectives and coordinate various funding schedules. The Parties shall administer their various program grants separately, and in accordance with local, state and federal Grant Administration Policies; Guidelines; and General Terms and Conditions. The County's contract administrator is the HCD Administrator. The Spokane City's contract administrator is the Neighborhood, Housing and Human Services, Director. The Valley's administrator is the City Services Administrator.
3. DATA COLLECTION. The Parties acknowledge that agreements funded through the Spokane Regional Continuum of Care organization require HMIS data collection and reporting as identified by federal and state funding sources. Parties shall share data in accordance with this Agreement and with any applicable Data Sharing Agreements. Each participating jurisdiction will encourage those operating homeless and/or housing services/projects not funded through the Spokane Regional Continuum of Care organization to utilize HMIS as a data center to support regional and thorough data collection and evaluation.
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 - a. The Parties shall collaborate through regular meetings between the Administrators or their designees, or other representatives from each Party, in order to identify efficiencies that the Parties can obtain through coordinating each Party's separate actions in furtherance of the Homelessness Strategic Plan.
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Homelessness Strategic Plan. This coordination shall include (a) keeping each other timely informed when Requests for Proposals (RFPs) are solicited, (b) providing each other information about each Party's grant award decisions (such as, but not limited to, identifying the recipient, the activity/program being funded by the grant award, the amount of the award, and the duration of grant agreements), (c) developing a model RFP application form to use when soliciting proposals for projects related to the Homelessness Strategic Plan (d) establishing minimum qualifications for selected providers and ~~(de)~~ jointly evaluating the performance of current and previously funded contracts .

- h. In order to evaluate the effectiveness of homelessness programs, promote transparency and ensure accountability, the Parties shall continue to identify consistent minimum contract requirements for the Parties to include in their individual agreements with providers that receive funding from any of the Parties to provide services advancing the Homelessness Strategic Plan, evaluate the performance of the funded providers throughout the funding cycle and establish a consistent auditing process for providers.
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- l. The Parties shall establish a coordinated data reporting process that provides information regarding homeless system performance to the Spokane City Council, the Spokane Valley City Council, the Spokane County Board of County Commissioners, and to the general public.

- 5. DURATION OF AGREEMENT – TERMINATION. This Agreement shall commence when all Parties have signed and executed the same, and shall terminate on May 1, 2030, unless terminated earlier by any Party by providing 60 days' prior written notice. The obligations identified in paragraphs 7 and 19 shall survive termination of this Agreement.
- 6. RIGHT TO CONTRACT INDEPENDENTLY / NO ENCUMBRANCES. Any Party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other Parties and shall not bind or otherwise obligate the other Parties to participate in the activity. Nothing in this Agreement shall be construed to authorize the commitment of any Party's funds, or the execution of contracts on behalf of that Party that encumbers public funds or resources, without the approval of that Party's legislative body to the extent such approval is required under its local code or procurement policies.
- 7. HOLD-HARMLESS. Each Party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. None of the Parties assume responsibility for the consequences of any act or omission of any other Party to this agreement or any person or entity not a party hereto. This Agreement is not intended to

create any third party beneficiary or a duty of any kind to any person, firm, corporation, or entity in any form that is not a party to this agreement.

In accordance with the above, each Party receiving a claim for damages from a third party ("Indemnifying Party(ies)"), when such damages are alleged to have arisen from that Party's negligent or wrongful act or failure to act on the part of itself, its agents, or employees, shall indemnify, defend, and hold harmless the other Parties ("Indemnified Party(ies)"). When the damages are alleged to have arisen from the concurrent negligence or wrongful acts or failures to act of more than one Party herein, then (a) the Indemnifying Parties shall fully defend, indemnify, and hold harmless any Party who is not alleged to have engaged in negligent or wrongful action or inaction injuring a third party, and (b) each Indemnifying Party shall be responsible only for that portion of the damages caused by that Indemnifying Party's negligence, wrongful actions, or failure to act.

8. RCW 39.34 REQUIRED CLAUSES.

- a. Purposes. See Section No.1 above.
- b. Duration. See Section No. 5 above
- c. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of the Agreement.
- d. Administration. See Section No. 2 above.

9. **Property Upon Termination.** Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.
10. **Amendment.** Parties may amend this Agreement only in a writing signed and executed by all Parties and with the same formalities as required for this Agreement.
11. **Assignment.** No Party may assign any part of this Agreement to a third party. No other person or entity has any right or privilege under or in connection with this Agreement.
12. **Compliance with Laws.** Parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders from courts of competent jurisdiction.
13. **Counterparts.** The Parties may execute this Agreement and any amendment in counterparts. Each counterpart will constitute an original, all of which together will constitute the same Agreement.
14. **Headings.** The headings in this Agreement are non-substantive and for reference only.
15. **Independent Contractors.** The Parties to this Agreement are independent contractors. No officer, employee, agent, or representative of any Party will be deemed an officer, employee, agent, or representative of another Party.
16. **Maintenance of Records.** Each Party is responsible for maintaining its own documents,

records, media, and data in connection with this Agreement. Each Party must make available to Spokane County, at any time during normal operating hours, all nonconfidential or nonprivileged records, books, or pertinent information arising from or in connection with this Agreement which are in that Party's possession or control.

17. **Merger.** The provisions of this Agreement, and any attachments, exhibits, or other materials incorporated herein, together constitute the complete and exclusive understanding between the Parties regarding the subject matter hereto. There are no other promises, terms, or understandings between the Parties in connection with this Agreement.
18. **Notices.** All notices shall be in writing and delivered either in person, by United States mail, or by email to the applicable Administrator or Administrator's designee.
19. **Public Records Act.** The Parties acknowledge and agree that Spokane County, City, and Valley are bound by Chapter 42.56 RCW (Public Records Act) and that the Public Records Act controls over any part of this Agreement which may conflict. No Party will be deemed in breach of this Agreement for complying with any requirement of the Public Records Act. The Parties must assist each other in retaining and producing public records in connection with this Agreement. Any Party's failure to so assist will constitute a material breach of this Agreement, and any Party who fails to assist must indemnify, defend, and hold the non-breaching Parties harmless from any liability resulting from such breach.
20. **Severability.** If any part of this Agreement is held by a court of competent jurisdiction, arbitrator, or mediator to be invalid or unenforceable, then all other parts of this Agreement will remain in full force and effect.
21. **Time of the Essence.** Time is of the essence for every provision of this Agreement.
22. **Waiver.** If a Party fails to require performance from another Party under this Agreement or fails to claim a breach of this Agreement by another Party, then such failure will not be interpreted or construed as affecting any subsequent breach of this Agreement or the right to require performance or affect the ability to claim a breach of this Agreement.

Signatures:

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, CHAIR

ATTEST:

JOSH KERNS, VICE-CHAIR

Ginna Vasquez

Clerk of the Board

AL FRENCH, COMMISSIONER

AMBER WALDREF, COMMISSIONER

CHRIS JORDAN, COMMISSIONER

Approved as to form:

LAWRENCE H. HASKELL

Spokane County Prosecuting Attorney

R. Wesley Zickau, WSBA #58416

Deputy Prosecuting Attorney

CITY OF SPOKANE:

Alexander Scott - City Administrator

ATTEST:

City Clerk

Approved as to form:

City Attorney

CITY OF SPOKANE VALLEY



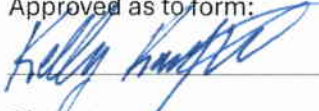
John Hohman – City Manager

ATTEST:



City Clerk

Approved as to form:



City Attorney