



**INTERLOCAL GOVERNMENTAL  
AGREEMENT**

BETWEEN

**CITY OF VANCOUVER**

Affordable Housing Sales Tax Fund  
PO Box 1995 • Vancouver • Washington • 98668-1995  
(360) 487-7952 • [www.cityofvancouver.us/cdbg](http://www.cityofvancouver.us/cdbg)

AND

**VANCOUVER HOUSING AUTHORITY**

2500 Main Street • Vancouver • Washington • 98660

Project funded:	Lincoln Place 2 Development Support - 1101 W 13th St
Funding Source:	Vancouver Affordable Housing Sales Tax Fund
Agreement Amount:	\$240,000
Property Address:	1101 W 13th Street, Vancouver WA 98660
Agency Contact:	Roy Johnson (360) 993-9500 <a href="mailto:rjohnson@vhausa.com">rjohnson@vhausa.com</a>
City Contact:	Samantha Whitley (360) 487-7952 <a href="mailto:samantha.whitley@cityofvancouver.us">samantha.whitley@cityofvancouver.us</a>

This agreement consists of the following:

- Signature page
- Purpose
- Background
- Exchange of Information
- General Terms
- Duration of Agreement and Disposition of Assets
- Hold Harmless
- Miscellaneous Provisions
- Exhibit A: Request for Payment

IN WITNESS WHEREOF, City of Vancouver and Vancouver Housing Authority have executed this agreement effective as of the last date set forth below for approval by the parties.

CITY OF VANCOUVER:

VANCOUVER HOUSING AUTHORITY:

\_\_\_\_\_  
Eric Holmes, City Manager

\_\_\_\_\_  
Roy Johnson, Executive Director

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

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

ATTEST:

\_\_\_\_\_  
Natasha Ramras, City Clerk

\_\_\_\_\_  
Samantha Whitley, Housing Programs  
Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Jonathan Young, City Attorney

This Interlocal Governmental Agreement (hereafter "IGA") is entered into between Vancouver Housing Authority, a Washington public agency (hereafter "VHA") and the City of Vancouver, a Washington municipal corporation (hereafter "City"), collectively described as the "Parties."

#### **I. Purpose**

The purpose of the IGA is to establish a partnership between VHA and the City to purchase a single-family home located at 1101 W 13th St to provide support for affordable housing programming and eventual off-site parking to facilitate and serve an increased number of planned affordable housing units on adjacent property controlled by VHA. The City through its Affordable Housing Sales Tax Fund (AHSTF) will provide a grant of \$240,000 to the VHA for this acquisition. The parties hereto have the authority to enter into interlocal agreements under Chapter 39.34 RCW for joint and cooperative activity and to provide for services to be provided by one governmental organization to another.

#### **II. Background**

Due to development site parking requirements, the VHA determined that the purchase of this site is necessary to support its Lincoln Place project. This adjacent location is considered necessary to develop additional affordable housing units. The Parties will each contribute funding as set forth herein for acquisition of the property. It is anticipated that the property will be acquired in July 2022.

#### **III. Exchange of Information**

The Parties recognized that to successfully acquire the facility, there needs to be open, comprehensive and regular exchanges of information. To the extent possible in accordance with their respective policies regarding disclosure of information and subject to state and federal law, the Parties will endeavor to provide one another with necessary information and data regarding the property, including, but not limited to, financial considerations and issues and other relevant information necessary to carry out the purpose and intent of this IGA.

#### **IV. General Terms of the Agreement**

- A. Acquisition. VHA has identified a property for acquisition that will facilitate development of an adjacent parcel for affordable housing units serving people exiting homelessness and earning less than 50% of area median income. The anticipated purchase price shall not be in excess \$480,000 plus related closing costs. It is anticipated that the Property will be acquired by VHA in July 2022.

The Parties will contribute to the acquisition cost on the following basis:

- i. VHA- \$240,000
- ii. City - \$240,000

The City agrees to pay its contribution to VHA within 45 days of the date of this executed Agreement.

- B. Funding Eligibility. The City is supporting the acquisition of this property in anticipation of an affordable housing development (Lincoln Place 2) occurring on an adjacent property. The property currently has a single-family residence on the site, which will be demolished for development of parking for Lincoln Place 2 tenants. This off-site parking will allow the development of 42 units of affordable housing at 1110 W. 13<sup>th</sup> Street, directly across from 1101 W. 13<sup>th</sup> Street. City code requires .75 parking spaces per unit for affordable housing development. The site at 1110 W. 13<sup>th</sup> Street is approximately one-quarter acre and without

the purchase of additional land for parking to meet minimum requirements, a very limited number of units could be built.

Housing Initiative will develop Lincoln Place II, a 42-unit development comprised of 1-bedroom permanently supportive housing units. The project will be developed on a currently vacant parcel of land adjacent to Lincoln Place Apartments, a 30-unit Permanent Supportive Housing development, operated by the Vancouver Housing Authority. The goal is to increase service delivery efficiency by connecting the two developments.

- C. Funding Sources and Timing. Housing Initiative and VHA have site control for Lincoln Place 2, and the project is currently in pre-development; design work and funding applications are underway. Construction is expected to begin in late 2023, contingent on securing all funding needed. Due to the current owner's interest in selling the property at 1101 W. 13<sup>th</sup> Street now, the City will use General Fund initially to contribute to this property purchase, subject to potential future reimbursement from Affordable Housing Sales Tax if and when the property supports affordable housing. The parking lot will be considered eligible for Affordable Housing Sales Tax funding when the earlier of the following events occur:

- 1) A building permit for Lincoln Place 2 is issued and an affordability covenant that is acceptable to the City is recorded for Lincoln Place 2; OR
- 2) The City of Vancouver executes a contract to provide Affordable Housing funding to support the Lincoln Place 2 project (along with an acceptable covenant recorded).

Once eligible, funding from the Affordable Housing Sales Tax will reimburse the General Fund \$240,000 used to purchase the lot.

If, within 5 years of the execution of this agreement, construction does not begin on an affordable housing project on the Lincoln Place 2 and affordable housing covenants acceptable to the City are not recorded pursuant to Section IV(D) of this agreement, VHA agrees to repay the City \$240,000 within 30 days of receiving a notice and request for payment from the City.

- D. Annual Reporting. Vancouver Housing Authority will report annually on the status of the purchased property as well as the development progress for Lincoln Place 2. Reports are due by December 31 and will be submitted using the report format attached as Exhibit B. Annual Status Reports shall be emailed to both the City program contact and City Financial and Management Services at [finance@cityofvancouver.us](mailto:finance@cityofvancouver.us).
- E. Property Covenant and Ongoing Monitoring. Regardless of city funding, the VHA will execute and record an affordable housing covenant for Lincoln Place 2 and for the parking lot property, requiring that both properties be used in support of affordable housing for 20 years. A minimum of 4 units must remain affordable to households earning less than 50% AMI during this period. Annual reporting on tenant income and unit rents will be submitted to the City. The City also has the right to inspect units during this time for Housing Quality Standards.

- F. Fiscal records. The VHA shall serve as fiscal agent for all funds provided for acquisition and redevelopment. The City will be provided access to records for auditing and performance management purposes as required by law or reasonably requested.
- G. Administrative Expenses. The parties agree that each shall be responsible for covering their own administrative overhead costs associated with the performance of this IGA.

**V. Duration of Agreement and Ownership of Assets**

- A. Duration. This IGA shall be in effect for five (5) years from the date of the last signature. Any extension of this IGA shall be in writing, signed by the parties.
- B. Ownership of Assets. The VHA shall be the owner of the property and shall use it to support an affordable housing development. For purposes of this Agreement, the term "affordable housing" shall mean rents affordable to households earning 50% of Area Median Income (AMI), as provided by the Washington State Housing Finance Commission. The VHA shall repay the City in full if:
- the housing is not developed within 5 years of this agreement; or
  - the property is not used to support affordable housing units for residents earning 50% AMI; or
  - the property is sold without a covenant requiring subsequent owners to comply with affordability standards consistent with the eligibility terms above. If the property is sold, the City shall receive \$240,000, or 50% of the proceeds, whichever is higher.

**VI. Hold Harmless**

Each party to this IGA 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.

**VII. Miscellaneous Provisions**

- A. Waiver. No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults that were in existence at the time such payment or payments or performance were accepted by it. The exercise of any remedy provided by law or the provisions of this Agreement shall not exclude other consistent remedies.
- B. Assignment. None of the parties 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 each party and their successors and permitted assigns.
- C. Applicable Law and Venue. 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 Clark County, Washington.

- D. Severability. 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.
- E. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto 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.
- F. Force Majeure. The timing or performance by any party under this Agreement shall be excused during any extraordinary natural events or weather conditions, war, riots, labor disputes or inability to procure required supplies or materials, delays in environmental review, permitting, or other environmental requirements or work, including environmental mitigation, delays as a result of legal or administrative challenges brought by parties other than the signatories to this Agreement.
- G. Notices. 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 or deposited in the U.S. Mail or Email and addressed as follows:
- If to the City:
- Samantha Whitley, Housing Programs Manager  
Economic Prosperity and Housing  
P.O. Box 1995  
Vancouver, WA 98668-1995  
samantha.whitley@cityofvancouver.us
- If to VHA:
- Roy Johnson, Executive Director  
Vancouver Housing Authority  
2500 Main Street  
Vancouver, WA 98660  
rjohnson@vhausa.com
- H. Compliance with Laws. All parties shall comply with all applicable federal, state and local laws, regulations and rules in performing this Agreement.
- I. Interlocal Cooperation Act. The performance of the obligations of this Agreement shall comply with the provisions of RCW 39.34.030 (4), the Interlocal Cooperation Act. The parties agree that no separate legal entities are necessary to carry out this Agreement and that none have been created.
- J. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts shall constitute one agreement.

**EXHIBIT A**  
**CITY OF VANCOUVER GENERAL FUND/AFFORDABLE HOUSING SALES TAX FUND**  
**REQUEST FOR REIMBURSEMENT**

**Date:** \_\_\_\_\_ **Period Covered:** \_\_\_\_\_  
 VANCOUVER HOUSING AUTHORITY -  
 Lincoln Place 2 Development  
**Project Title:** Support - 1101 W 13th St **Contact Person:** \_\_\_\_\_  
**Invoice #:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_  
**AHF Project #:** PRJ \_\_\_\_\_ -2022 AHST-LP2 Support **Email:** \_\_\_\_\_

Activity	AHF Budget	Expended This Period	Expended To Date	Balance
a)	\$			
b)				
c)				
d) Retainage (5%)				
<b>TOTAL:</b>	\$			

Reimbursement Amount Request \$ \_\_\_\_\_

☐ Check box when this is a final request.

CERTIFICATION: I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS REPORT IS CORRECT AND COMPLETE, AND THAT ALL EXPENDITURES ARE FOR THE PURPOSE SET FORTH IN THE GRANT AWARD DOCUMENTS. SUPPORTING DOCUMENTATION IS ATTACHED.

AUTHORIZATION:

\_\_\_\_\_  
 Authorized Signature for Project

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

**AHST Program Only**

AHST Project No: PRJ \_\_\_\_\_ -2022 AHST-LP2 Support

Initials Drawn By: \_\_\_\_\_

Date Funds Drawn: \_\_\_\_\_

\_\_\_\_\_  
 Reviewed and Approved Date

Initials Approved By: \_\_\_\_\_

**EXHIBIT B**

**Vancouver Housing Authority  
Lincoln Place 2 Development Support  
Annual Report**

**Progress Report Year:** \_\_\_\_\_ (due by December 31)

**Report Submitted by:** \_\_\_\_\_

- 1. Describe current status of Lincoln Place 2 development (for example: financing, design, permitting, procurement, construction, marketing, etc.):**
  
  
  
  
  
  
  
  
  
  
- 2. Describe current status of property purchased for parking in support of Lincoln Place 2 (1101 W 13<sup>th</sup> Street):**
  
  
  
  
  
  
  
  
  
  
- 3. Describe significant actions taken during report period:**
  
  
  
  
  
  
  
  
  
  
- 4. Describe and provide reasons for changes from original project goals/timelines:**
  
  
  
  
  
  
  
  
  
  
- 5. Identify any project problems or concerns:**