

INTERLOCAL AGREEMENT
Between
THE CITY OF OLYMPIA AND THURSTON COUNTY
For the
2014 PIT HOMELESS CONNECT EVENT

Whereas, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

Whereas, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia (**OLYMPIA**) and Thurston County (**THURSTON**) agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to allow **OLYMPIA** to enter into a technical services contract with Public Health and Social Services, Housing and Community Renewal of **THURSTON** for the following purposes:

Work with the Thurston County Homeless Coordinator to coordinate the 2014 Thurston County Homeless Connect Event and to compile and deliver an outcome report to Thurston County.

II. Definitions

In this Agreement, the following words shall have the meanings set forth below:

“Homeless people” will mean those individuals who reside in emergency shelters, transitional housing, in vehicles or out of doors. Please note that other individuals without a secure place of residence may also be included in designated section of the final report.

“Community Partners” will mean all local non-profit organizations and representatives thereof, local faith based organizations and representatives thereof, government officials and other individuals who are involved directly or indirectly with service, shelter or transitional housing provision for homeless individuals.

III. Scope of Agreement/Work

The full scope of agreement/work is attached as **EXHIBIT A**. A summary of key responsibilities for **OLYMPIA** and **THURSTON** follows:

A. Responsibilities of **THURSTON** shall be as follows:

- Provide direction and coordination from the County Homeless Coordinator;
- Provide programmatic knowledge and availability of staff from various County departments;
- Provide data from the Department of Commerce Homeless Management Information Systems (HMIS);
- Provide a prompt review of all **OLYMPIA** work products to stay current on project timeline;
- General project management and oversight; and,
- Make payment(s) as requested to **OLYMPIA** for services provided.

B. Responsibilities of **OLYMPIA** shall be as follows:

- Work with the County Homeless Coordinator to provide overall Homeless Connect Event administrative coordination;
- Schedule, facilitate and conduct community-wide organizational meetings to plan a Homeless Connect Event;
- Identify community partners & conduct a series of planning meetings to develop an event plan (activities; resources; roles; services; location) ;
- Market the Homeless Connect Event through flyer distribution, news releases, direct communication, and banners;
- Secure and supervise staff and volunteers;
- Set up and tear down of all facilities;
- Evaluate the Homeless Connect Event and provide an outcome report and;
- Submit invoices to **THURSTON** for work performed.

IV. Payment (or Funding/Costs/etc.)

A. **THURSTON** agrees to pay **OLYMPIA** for services rendered through the execution of this contract in an amount **not to exceed \$4,000**. Invoice(s) submitted by **OLYMPIA** will itemize services rendered and costs incurred to be paid.

V. Method of Payment

A. **OLYMPIA** will invoice **THURSTON** upon completion of all work, with invoice(s) clearly itemizing contract activities and work products delivered.

B. Upon completion of the work set forth in the invoice, payment will be made by **THURSTON** within thirty (30) days of receipt of a final invoice from **OLYMPIA** upon completion of work.

VI. Indemnification & Insurance

A. **THURSTON** agrees to defend, indemnify and hold **OLYMPIA**, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with **THURSTON's** performance of the Agreement, except to the extent such injuries and damages are caused by the negligence of **OLYMPIA**.

B. **OLYMPIA** agrees to defend, indemnify and hold the **THURSTON**, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with **OLYMPIA's** performance of this Agreement, except to the extent such injuries and damages are caused by the negligence of **THURSTON**.

VII. Joint Board

This Agreement creates no Joint Board and no separate legal entity.

VIII. Duration of Agreement

This Agreement shall be effective from the date of last authorizing signature hereto until January 15, 2014 unless otherwise terminated in the manner described under the termination section of this Agreement.

IX. Administrative Changes and Modifications

The County and the City may make administrative changes to specific portions of the "Scope of Work" regarding deadlines and specific tasks if such changes do not materially affect the County's ability to meet State reporting deadlines. Such amendments must make specific reference to this Agreement and be executed in writing, signed by the County Community Housing Program Manager and the City Housing Program Manager who are the designated representatives of the County and the City. Such amendments shall not invalidate this Agreement or relieve or release either the County or the City from its obligations under this Agreement

X. Termination of Agreement

This Agreement may be terminated upon sixty (60) days notice to the other party using the method of notice provided for in this Agreement. Payment shall be made for all services rendered up until the effective date of termination.

XI. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by **OLYMPIA** and **THURSTON** and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

XII. Recording

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

XIII. Notice

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA

Attn: Anna Schlecht, Housing Program Manager, City of Olympia

Re: Interlocal Agreement – Point in Time Count of Homeless Persons, *aka* Homeless Census

P.O. Box 1967

Olympia, WA 98507-1967

THURSTON COUNTY PUBLIC HEALTH & SOCIAL SERVICES

Attn: Gary Aden, Housing Program Manager

Re: Interlocal Agreement – Point in Time Count of Homeless Persons *aka* Homeless Census

412 Lilly Road NE

Olympia, WA 98506

XIII. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be the Superior Court of Thurston County.

XIV. Effective Date

This Agreement shall take effect on the date of the last authorizing signature affixed hereto.

CITY OF OLYMPIA

THURSTON COUNTY

Mayor



Don Sloma, Director
Public Health and Social Services

Date: _____

Date: 11/7/13

Approved as to form:

Approved as to form:
Jon Tunheim, County Prosecutor

Darren Nienaber

~~Assistant~~ City Attorney
Deputy

By 

Scott Cushing Deputy Prosecutor

<ul style="list-style-type: none"> ▪ Outreach worker direct communications ▪ Banners (at event location) <p>CONDUCT HOMELESS CONNECT EVENT: Schedule, facilitate and conduct community-wide organizational meetings to plan a Homeless Connect Event. Work to include:</p> <ul style="list-style-type: none"> ● Secure and supervise staff & volunteers ● Set up all facilities ● Deliver all essential supplies ● Manage all elements of the HCE (listed above) ● Ensure high quality service and goods delivery for all attendees <p>EVALUATE HOMELESS CONNECT EVENT:</p> <ul style="list-style-type: none"> ● Schedule, facilitate and conduct a debrief meeting ● Compile all evaluations and feedback ● Compile and deliver an outcome report 	12/7/13 12/10/1 – 1/15/14	
	TOTAL Payment	4,000