

December 2, 1998
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Introduced By:

Larry Phillips
Rob McKenna
Cynthia Sullivan

Proposed No.:

98-716

ORDINANCE NO.

13368

AN ORDINANCE authorizing the King County executive to sign an amendment to the interlocal cooperation agreement with the cities of Bellevue, Kirkland, Redmond, Mercer Island, Issaquah, Bothell and Woodinville which created A Regional Coalition for Housing (ARCH).

STATEMENT OF FACTS:

1. A Regional Coalition for Housing (ARCH) has as a goal to ensure the availability of housing that meets the needs of all income levels on the eastside and provides a sound base of public housing programs and projects on the eastside to complement the efforts of existing organizations to address eastside housing needs.
2. ARCH's citizen's advisory board, comprised of member jurisdiction community representatives, provides advice and recommendation to the ARCH executive board on land and/or money resource allocation for affordable housing projects and provides public relations and educational outreach services.
3. The ARCH executive board had adopted procedures for the convening and administration of a citizen advisory board, and both the ARCH executive board and the citizen advisory board seek to streamline internal operating procedures to ensure that the citizen advisory board fulfills its functions in an efficient manner.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The council finds that amending the existing interlocal cooperation agreement, substantially in the form attached, will streamline the appointment of citizen advisory board members by allowing the executive board to appoint citizen advisory board


1 members directly rather than making recommendations of appointments to each of the
2 individual member jurisdictions for their approval.

3 SECTION 2. The King County executive is hereby authorized to amend the
4 existing interlocal cooperation agreement.

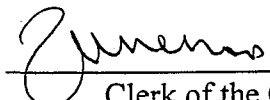
5 INTRODUCED AND READ for the first time this 30th day of November, 1998.

6 PASSED by a vote of 13 to 0 this 7th day of December,
7 1998.

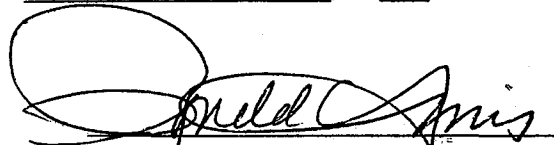
8 KING COUNTY COUNCIL
9 KING COUNTY, WASHINGTON

10 
11 Chair

12 ATTEST:

13 
14 Clerk of the Council

15 APPROVED this 16 day of December, 1998.

16 
17 King County Executive

18 Attachments: Interlocal Cooperation Agreement

First Amended Interlocal Agreement for ARCH
A Regional Coalition for Housing
(January, 1993)

This Interlocal Agreement ("Agreement") is entered into by and between the Cities of Bellevue, Kirkland, and Redmond, municipal corporations organized under the laws of the State of Washington, and King County, a subdivision of state government. This Agreement is made pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, and has been authorized by the legislative body of each jurisdiction.

WHEREAS, Eastside communities have a common goal to ensure the availability of housing that meets the needs of all income levels; and

WHEREAS, Eastside communities desire to provide a sound base of housing policies and programs and on the Eastside and to complement the efforts of existing organizations to address Eastside housing needs; and

WHEREAS, citizen housing task forces were formed by the City of Bellevue and the City of Kirkland to make recommendations concerning how local governments could better meet affordable housing needs on the Eastside; and

WHEREAS, the City of Redmond adopted policies supporting an active approach to increasing the supply of affordable housing for Redmond residents; and

WHEREAS, staff from Bellevue, Kirkland, Redmond and King County formed a study group to review the recommendations of the Housing Task Force and to review the feasibility of addressing such affordable housing needs on a cooperative basis; and

WHEREAS, the parties have determined that the most efficient and expeditious way for the parties to address Eastside affordable housing needs is through cooperative action by the parties; and

WHEREAS, the intent of this cooperative undertaking is not to duplicate efforts of non-profit corporations and other entities already providing affordable-housing-related services; now therefore,

IT IS HEREBY AGREED AS FOLLOWS:

1. PURPOSE. All parties to this Agreement (hereinafter referred to as "Parties") have responsibility for local and regional planning for the provision of housing affordable to citizens that work and/or live on the Eastside. The Parties desire to act cooperatively to formulate affordable housing goals and policies and to foster efforts to provide affordable housing by combining public funding with private-sector resources. The Parties further intend that this interlocal agreement serve as the legal basis for all Eastside communities within the

ARCH sphere of influence (See Exhibit A) to cooperate in planning for and providing affordable housing; the Parties therefore encourage other Eastside communities to join the initial Parties in this endeavor.

2. STRUCTURE. To accomplish the purposes of this Agreement, the Parties hereby create an administrative entity to be called A Regional Coalition for Housing ("ARCH"). ARCH shall be governed by an Executive Board composed of the chief executive officer from each Party. The Executive Board shall be assisted by an administrative staff and by a Citizen Advisory Board. The organizational structure of ARCH shall be generally as set forth in the diagram attached hereto as Exhibit B.

3. RESPONSIBILITIES AND AUTHORITY. In order to carry out the purposes of this Agreement, ARCH shall have the following responsibilities and authority:

a. To provide recommendations to the Parties regarding the allocation of public funding for affordable housing purposes. Those parties which request that ARCH make allocation recommendations concerning the use of housing funds either individually or jointly with any other party (s), may place conditions on the use of those funds. ARCH shall, at least annually, report to the Parties on the geographic distribution of all housing funds as recommended by ARCH.

b. To provide recommendations to the Parties regarding local and regional affordable housing policies. ARCH will assist the Parties in developing strategies and programs to achieve Growth Management Act housing goals. ARCH will provide technical assistance to any Party adopting land use incentives or affordable housing programs. ARCH staff will research model programs, develop draft legislation, prepare briefing materials and make presentations to planning commissions and councils upon request by a Party. ARCH will assist Parties in developing strategies and programs to implement county-wide affordable housing policies to meet the Growth Management Act objective for an equitable and rational distribution of low- and moderate-income housing.

c. To facilitate cooperation between the private and public sector with regard to the provision of affordable housing. ARCH will work directly with private developers, financial institutions, non-profit corporations, and other public entities to assist in the implementation of affordable housing projects. ARCH will work directly with any Party to provide technical assistance with regard to the public funding of affordable housing projects and the implementation of affordable housing regulatory agreements for private developments. ARCH will also provide assistance in making surplus sites available for affordable housing and in developing affordable housing alternatives for such sites.

d. To develop standard regulatory agreements acceptable to private and public financial institutions to facilitate the availability of funding for private and public projects containing affordable housing.

e. To provide other technical advice to any Party upon request and to enter into agreements to provide technical assistance to other public entities on a reimbursable basis.

f. To provide support and educational activities and to monitor legislative and regulatory activities related to affordable housing at the state and federal levels.

g. To develop and to carry out procedures for monitoring of affordable units and to administer direct service housing programs on behalf of any Party. Such direct service housing programs may include but are not limited to relocation assistance programs, rent voucher and/or deposit loan programs, etc.

h. To work directly with other public and private entities for the development of affordable housing policies and to encourage the provision of affordable housing.

i. Pursuant to the direction of the Executive Board, to take other appropriate and necessary action to carry out the purposes of this Agreement.

4. EXECUTIVE BOARD.

a. Membership. ARCH shall be governed by an Executive Board composed of the chief executive officer of each Party. The Executive Board shall administer this cooperative undertaking pursuant to the terms of this Agreement and pursuant to any procedures adopted by the Executive Board.

b. Chair. The Chair of the Executive Board shall be elected by the members of the Board from the Board membership; shall preside over all meetings of the Executive Board; and shall, in the absence of a Program Manager, process issues, organize meetings and provide for administrative support as required by the Executive Board.

c. Alternate Member. Each member of the Executive Board shall be entitled to designate one alternate member who shall serve in the place of the member on the Executive Board during the member's absence or inability to serve.

d. Powers. The Executive Board shall have the power to (1) develop and recommend a budget and work program to the Parties; (2) adopt procedures for the administration of ARCH and for the conduct of meetings; (3) make recommendations to the Parties concerning planning, policy and the funding of affordable housing projects; (4) establish policies for the expenditure of budgeted items; (5) establish a special fund with one of the participating cities as authorized by RCW 39.34.030; (6) hold regular meetings on such dates and at such places as the Executive Board may designate; (7) enter into contracts and agreements for the provision of personnel and other necessary services to ARCH, including accounting and legal services and the purchase of insurance, and authorize the Chair or Program Manager of ARCH, if any, to execute any such contracts, agreements or other legal documents necessary for ARCH to carry out its purposes; (8) establish the responsibilities and

direct and oversee the activities of the Program Manager; and ~~and~~ (9) appoint Citizen Advisory Members; and (10) take whatever other action is necessary to carry out the purposes of this Agreement.

5. ADMINISTRATION AND OVERSIGHT. The Executive Board shall have final decision-making authority over all legislative and administrative matters within the scope of this Agreement. The Executive Board may delegate responsibility for general oversight of the operations of ARCH to a Program Manager. The Program Manager shall submit quarterly budget performance and progress reports on the status of the work program elements to the Executive Board and the governing body of each Party. Such reports and contents thereof shall be in a form acceptable to the Executive Board.

The Executive Board may, with the consent of the parties, designate one of the parties to provide administrative support services on behalf of ARCH. ARCH shall be staffed with personnel provided by the Parties and/or independent contractors contracting directly with ARCH. Any Party providing personnel to ARCH shall remain solely responsible for the continued payment of any and all compensation and benefits to such personnel as well as for any worker's compensation claims or any other claims arising from the negligence or omissions of the employee in performing his duties for ARCH. In the case of personnel directly contracting with ARCH, the Parties shall be jointly and severally responsible for any claims, not otherwise covered by insurance, arising as a result of the negligence or omissions of such personnel. All Parties shall cooperate fully in assisting ARCH to provide the services authorized herein.

6. MEETINGS OF EXECUTIVE BOARD.

a. Frequency. The Executive Board shall meet as often as it deems necessary, but not less often than quarterly.

b. Quorum. A quorum at any meeting of the Executive Board shall consist of the Board members (or alternates) who represent a simple majority of the Board's membership.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Executive Board requires an affirmative vote by a majority of the Board's membership. No action shall be taken except at a meeting open to the public.

7. CITIZEN ADVISORY BOARD. A Citizen Advisory Board is hereby created to provide advice and recommendation to the Executive Board on land and/or money resource allocation for affordable housing projects and to provide public relations and educational outreach services. The Citizen Advisory Board shall consist of not more than fifteen (15) and not less than twelve (12) citizen members. The Executive Board shall ~~recommend a list of citizens to the Parties for their confirmation. In the event a citizen (s) recommended by the executive Board is not confirmed by each Party, the Executive Board shall recommend additional citizens for confirmation by the Parties~~ appoint members to the Citizen Advisory

Board. Citizen members appointed to the Citizen Advisory Board must have a knowledge and understanding of affordable housing and be committed to the furtherance of affordable housing on the Eastside. Appointments shall be a four-year term with service limited to a total of two consecutive terms. The Executive Board shall adopt procedures for the convening and administration of the Citizen Advisory Board. A citizen member may be removed from the Citizen Advisory Board by the Executive Board with or without cause upon a majority vote of membership of the Executive Board.

8. MEETING OF CITIZEN ADVISORY BOARD.

a. Frequency. The Citizen Advisory Board shall meet as often as it deems necessary, but not less often than quarterly.

b. Quorum. A quorum at any meeting of the Citizen Advisory Board shall consist of the Board members who represent a simple majority of the Board's membership.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Citizen Advisory Board requires an affirmative vote by a majority of those members attending a Board meeting where a quorum exists. No action shall be taken except at a meeting open to the public.

9. DURATION AND TERMINATION. This Agreement shall be of ten years' duration but shall continue in effect for subsequent five-year periods upon affirmative vote of a majority of the membership of the Executive Board. Any vote to continue the Agreement shall be taken not sooner than six months before, nor later than three months before, the end of the initial ten-year term or any subsequent five-year term. This Agreement may be terminated at any time by affirmative vote of a majority of the legislative bodies of the Parties to this Agreement.

Upon termination of this Agreement, all property acquired during the life of the Agreement shall

be disposed of in the following manner:

- (i) all property contributed without charge by any Party shall revert to the contributing Party;
- (ii) all property purchased by ARCH after the effective date of this Agreement shall be distributed to the Parties based on each Party's pro rata contribution to the overall budget at the time the property was purchased;
- (iii) all unexpended or reserve funds shall be distributed to the Parties based on each Party's pro rata contribution to the overall budget in effect at the time the Agreement is terminated.

10. WITHDRAWAL. Any Party may withdraw from this Agreement by giving one year's written notice to the Executive Board, by December 31 in any year, of its intention to terminate, effective December 31 of the following year. Any Party withdrawing from this Agreement shall remain legally and financially responsible for any obligation incurred by the

Party pursuant to the terms of this Agreement during the time the withdrawing Party was a member of ARCH.

11. BUDGET. The budget year for ARCH shall be January 1 to December 31 of any year. On or before June 1st of each year, a recommended budget and work plan for ARCH for the next budget year shall be prepared, reviewed and recommended by the Executive Board and transmitted to each Party; provided that, for budget years 1992-93, a single budget and work plan shall be prepared for review and approval by each Party. The recommended budget shall contain an itemization of all categories of budgeted expenses and shall contain an itemization of the amount of each Party's contribution, including in-kind services, toward that budget. No recommended budget or work plan shall become effective unless and until approved by the legislative body of each Party and finally adopted by the Executive Board. Approval of the budget by a Party shall obligate that Party to make whatever contribution(s) is budgeted for that Party. Such contribution(s) shall be transmitted to ARCH on a quarterly basis at the beginning of each quarter unless otherwise provided in the budget document. In the event that any party is delinquent by more than three months in the payment of its budgeted contribution, such party shall not be entitled to vote on matters before the Executive Board until such delinquency has been paid.

12. DUES, ASSESSMENTS AND BUDGET AMEMNDMENTS. Funding for the activities of ARCH shall be provided solely through the budgetary process. No separate dues or assessments shall be imposed or required of the Parties except upon unanimous vote of the membership of the Executive Board and ratification by the legislative body of each Party to the Agreement. An approved budget shall not be modified unless and until approved by the legislative body of each Party and finally adopted by the Executive Board; provided that, in the event a Party agrees to totally fund an additional task to the work program, not currently approved in the budget, the task may be added to the work plan and the budget amended to reflect the funding of the total cost of such task by the requesting Party, upon approval by a majority of the membership of the Executive Board without approval by the individual Parties.

13. LIABILITY OF MEMBERS. Each Party shall be jointly and severally liable for any claims, damages or other causes of action arising from the activities of ARCH, its officers, employees and agents except as expressly set forth in Section 5 of this Agreement with regard to personnel directly provided to ARCH by such Party; provided that, ARCH shall take all steps reasonably possible to minimize the potential liability of the Parties, including but not limited to the purchase of liability, casualty errors and omissions insurance and the utilization of sound risk management techniques. To the extent reasonably practicable, all Parties shall be named as additional insured on all insurance policies.

14. AMENDMENTS. Any amendments to this Agreement must be in writing, authorized by the legislative bodies of all Parties to this Agreement, and evidenced by the Authorized signatures of all Parties as of the effective date of the amendment.

15. ADDITIONAL PARTIES. Any Eastside jurisdiction having responsibility for planning or for providing affordable housing may, upon execution of the Agreement and

approval of the budget and work plan by its legislative body, become a Party to this Agreement upon affirmative vote of a majority of the membership of the Executive Board. The Executive Board shall determine by a vote of a majority of its membership what, if any, funding obligations such additional Party shall commit to as a condition of becoming a Party to this Agreement.

16. SEVERABILITY. The invalidity of any clause, sentence, paragraph, subdivision, section or portion thereof, shall not affect the validity of the remaining provisions of the Agreement.

17. COUNTERPARTS. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated Agreement.

18. FILING AND EFFECTIVE DATE. This Agreement shall become effective upon approval by the legislative bodies of at least three cities and upon filing with the city clerk of each city which is a party to this Agreement, the King County Clerk, and the Secretary of State.

Approved and executed this _____ day of _____, 199_.

Name of Party

Approved as to form

By:

City Attorney

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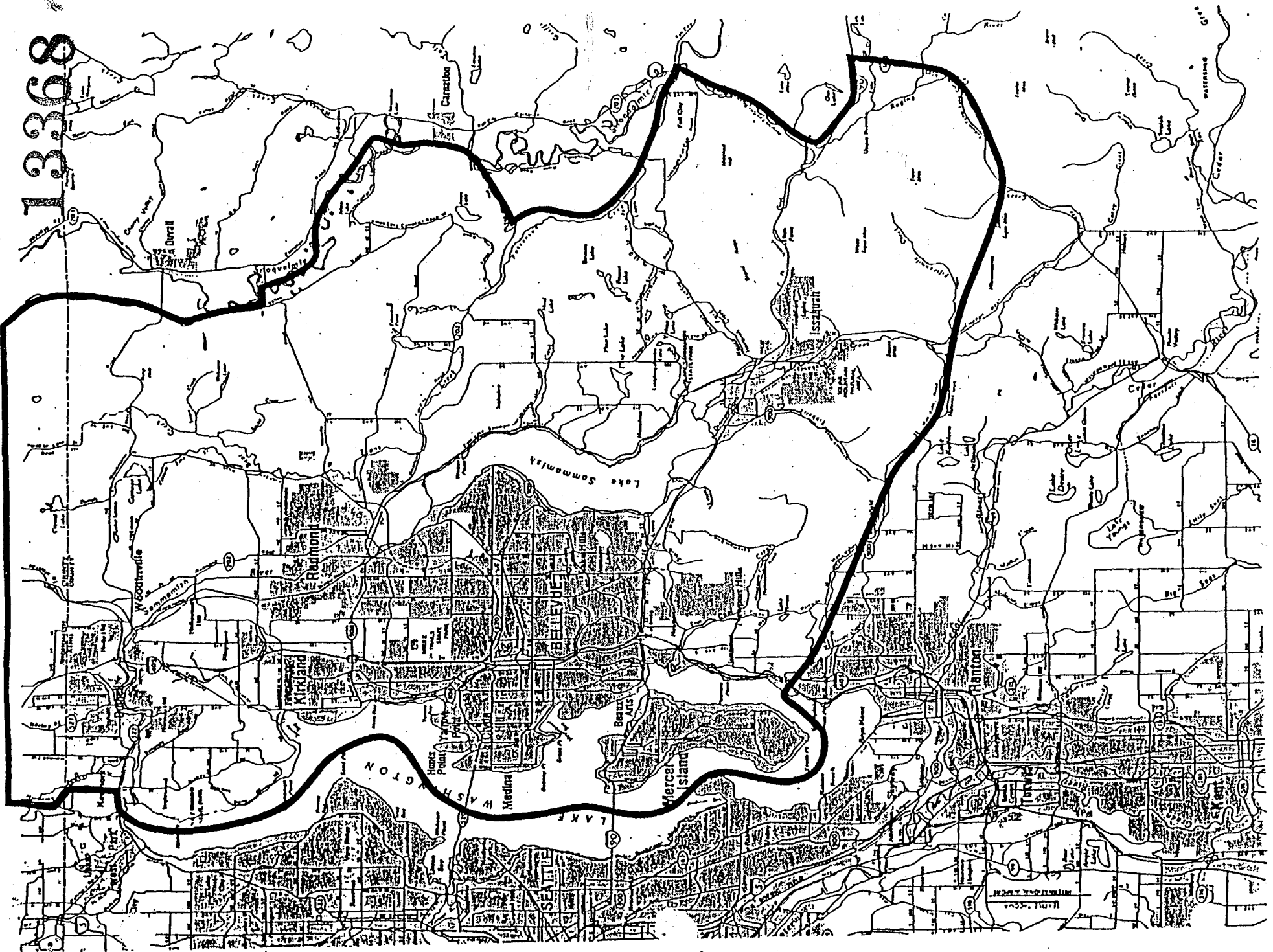
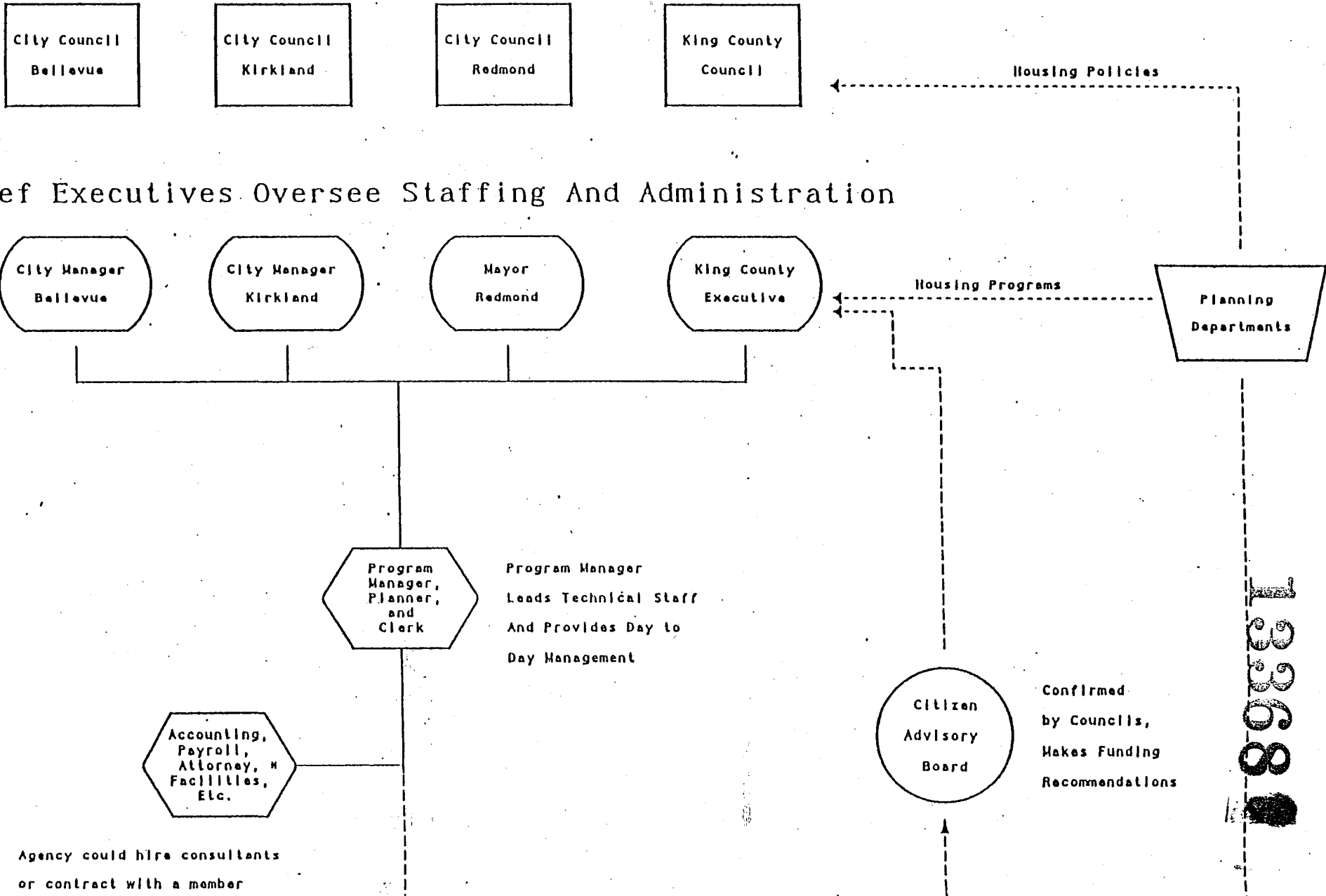


Exhibit A

A Regional Coalition For Housing (ARCH)

City Councils Establish Agency

Legend: — Line of Control
 - - - - - Advisory Relationship



* Agency could hire consultants or contract with a member