

November 23, 1998
reachord
clerk 11/25/98

Introduced By:

LARRY PHILLIPS
Cynthia Sullivan

Proposed No.:

98-717

ORDINANCE NO. **13383**

AN ORDINANCE authorizing the King County executive to enter into an interlocal cooperation agreement with the cities of SeaTac and Tukwila to promote cooperative planning and financing of affordable housing through Regional Effort to Achieve Community Housing (REACH), making a supplemental appropriation of \$16,060 to allow the expenditure of King County Housing Authority funds granted to REACH and amending the 1998 Budget Ordinance, Ordinance 12926, Section 43, as amended.

STATEMENT OF FACTS

1. Regional Effort to Achieve Community Housing (REACH) was formed to maximize the effectiveness of planning, financing, and provision of affordable housing in south King County by jointly funding a housing specialist, sharing resources and avoiding redundant programs.
2. The participating jurisdictions desire that technical assistance be available to design housing programs that preserve and rehabilitate existing affordable housing stock, address the need for housing by those with special needs (such as seniors and persons with disabilities), and enhance neighborhood stability.
3. Participating jurisdictions shall establish a pilot program to improve information resources and increase home ownership opportunities for first time home buyers and low and moderate income working families.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The county executive is hereby authorized to enter into the attached interlocal cooperation agreement for the purpose of administering the Regional Effort to

1 Achieve Community Housing (REACH) and achieve the goals of cooperative planning and
2 financing affordable housing.

3 Section 2: Ordinance 12926, Section 43, is hereby amended to add a supplemental
4 appropriation of \$16,060 to allow expenditure of King County Housing Authority funds
5 for REACH.

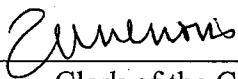
6 INTRODUCED AND READ for the first time this 30th day of November, 1998.

7 PASSED by a vote of 12 to 0 this 15th day of December,
8 1998.

9 KING COUNTY COUNCIL
10 KING COUNTY, WASHINGTON

11 
12 Chair

13 ATTEST:

14 
15 Clerk of the Council

16 APPROVED this 21 day of December, 1998

17 
18 King County Executive

19 Attachments: Fiscal note
20 Interlocal Cooperation Agreement
21 REACH 1998 Work Plan

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into by and between the Cities of SeaTac, Tukwila, and King County for the purpose of cooperative planning and financing of affordable housing on the following terms and conditions:

WHEREAS, each participating jurisdiction desires to maximize the efficiency and effectiveness of its planning, financing, and provision of affordable housing programs in South King County by jointly funding a housing specialist, sharing resources, pooling resources, and avoiding redundant programs; and

WHEREAS, the participating jurisdictions desire to participate in a program to improve information resources and increase home ownership opportunities for first time home buyers and low and moderate income working families; and

WHEREAS, the participating jurisdictions desire that technical assistance be available to design locally desired housing programs such as one to rehabilitate and maintain existing housing for low and moderate income wage earners and populations with special needs (e.g. seniors, people with disabilities), thereby increasing the availability of affordable housing and enhancing neighborhood stability; and

WHEREAS, it is desired that technical assistance be used to leverage increased funding for affordable housing programs from outside sources and innovative financing mechanisms;

NOW, THEREFORE, it is mutually agreed as follows:

- I. **Purpose:** The purpose of this agreement is to set forth the terms and conditions for the administration of the Regional Effort to Achieve Community Housing (REACH) program to accomplish the goals set forth in the work plan.
- II. **Executive Committee membership and structure:** The participating jurisdictions hereby create an administrative entity called Regional Effort to Achieve Community Housing (REACH). The participating jurisdictions agree to maintain an Executive Committee to administer all provisions of this agreement and oversee and ensure the effective implementation of the workplan. The Executive Committee will consist of a designated elected official of each participating jurisdiction or his or her designee. The Executive Committee shall have the authority to monitor staff, make recommendations to the fiscal agent regarding the hiring and firing of staff, modify the workplan, adjust the budget within the limit of members' authorized contributions and other revenues, and take other actions necessary to ensure the effective implementation and administration of this agreement. The Executive Committee shall elect from among its members a Chair, a Vice Chair, and such other officers as the Executive Committee deems necessary and appropriate. Selection of the initial Chair will be based on a majority vote of all member

jurisdictions at an Executive Committee meeting held within 30 days following initial execution of this Agreement. The Executive Committee may create such other committees as it deems appropriate from time to time, including a citizens advisory committee, but under no circumstances shall the Executive Committee delegate its ultimate authorities and responsibilities.

- III. Executive Committee, meetings and voting:** The Executive Committee shall meet not less than once every three months. The Executive Committee shall at all times comply with all relevant state, county, and local open meeting and public disclosure laws. No action shall be taken except at a meeting where a quorum exists. A quorum shall consist of a simple majority of the Executive Committee. The Chair shall make at least two attempts to achieve consensus before calling for a vote on any substantive matter before the Executive Committee. Absent consensus, the Executive Committee may take action by an affirmative vote of a simple majority of the Executive Committee members. However, an action to modify the work plan must be approved by an unanimous vote of the entire Executive Committee. Full participation with rights to vote on any issues or participate in any decision making process which affects the joint board is limited to jurisdictions who have executed this Agreement and who are in good standing. Each jurisdiction will have one vote.
- IV. Supremacy:** No jurisdiction, by virtue of participating in this agreement, shall yield any authority it now exercises over its land base, police powers, or internal affairs.
- V. Funding, staffing, and workplan:** A position of one full-time employee, or its equivalent, with the title of "Program Manager" shall be designated and funded under this agreement. The Program Manager will be responsible for implementing the workplan as adopted annually by the Executive Committee. The 1998 workplan is set forth in Attachment #1. The 1998 budget, which details the 1998 dues for member jurisdictions, is described in Attachment #2. For subsequent years, by July 31 of each year the Executive Committee shall complete and submit a budget and proposed work plan for consideration as part of participating jurisdiction's annual budget process.
- VI. Fiscal Agent:** At the request of member jurisdictions, King County will temporarily act as fiscal agent of the parties to this agreement. Unless it is unanimously agreed by all member jurisdictions, King County will cease its role as fiscal agent by September 30, 2001. If no successor member jurisdiction agrees to serve as fiscal agent beginning on October 1, 2001, then this agreement shall terminate. The fiscal agent shall be responsible for the payment, from the REACH budget, of the reimbursement of the Program Manager's salary and benefits, including medical coverage and workers' compensation. Fiscal agent shall also pay, from the budget, all other authorized expenditures.
- VII. Indemnification:** In executing this agreement, no party hereto assumes liability or responsibility for or in any way releases any other party from any liability or responsibility which arises in whole or in part from the existence, validity or effect of that

party's ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, the party whose ordinances, rules or regulations gave rise to such claim, suit, loss, action or administrative proceeding shall defend and indemnify the other parties at its sole expense including all costs and attorney's fees.

Each party shall indemnify and hold harmless the other parties and their officers, agents, and employees, or any of them, from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the party's own officers, agents, and employees in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against a party or parties, the party or parties whose action or omissions gave rise to the claim shall defend, hold harmless and indemnify the other parties at its or their sole cost and expense. For this purpose, the parties hereto, by mutual negotiation, hereby waive, as respects any indemnity only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW of the State of Washington. Any jurisdiction shall not be required under this Agreement to defend, hold harmless or indemnify any other jurisdiction from any claim, suit, loss, action, damage, cost or expense caused by or resulting from the activities of any Jurisdiction's officers, employees or agents acting in bad faith or performing activities beyond the scope of their duties.

VIII. Volunteers: Volunteers shall be deemed volunteers of the jurisdiction in which they perform volunteer services under auspices of REACH. Workers' compensation and liability coverage for such volunteers shall be in accordance with the ordinances, regulations, and policies of the jurisdiction in which the volunteer service is rendered.

IX. Additional Parties: Any South County municipal jurisdiction having responsibility for planning or for providing affordable housing may, upon execution of the Agreement and approval of the budget and workplan become a Party to this Agreement upon affirmative vote of a majority of the membership of the Executive Committee. The Executive Committee 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.

X. Term and Termination:

A. This Agreement is effective upon execution by two or more jurisdictions. This Agreement shall continue to be in effect so long as two or more jurisdictions have allocated in their respective jurisdiction budgets amounts sufficient to pay REACH membership dues for that fiscal year. If, at any time, a member jurisdiction does not include in its budget, for the ensuing fiscal year, an amount sufficient to pay its REACH membership dues, then said jurisdiction's membership will cease at the beginning of that budget or fiscal year.

B. Any jurisdiction may opt to terminate its membership in this Agreement by providing written notice of termination to the Chair. Notice of termination shall become effective upon receipt by the Chair.

Any jurisdiction which has its membership terminated under paragraph A or opts to terminate its membership under paragraph B shall remain liable for all obligations incurred during its period of participation until the obligation is satisfied. This includes the obligation to pay its proportional share of the program manager's salary through the fiscal year, if membership is terminated before the end of the fiscal year. Any assets loaned by the terminating jurisdiction shall be returned.

If less than two jurisdictions are members, then this Agreement will terminate.

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 REACH 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 membership dues 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.

XI. Obligations Prior to this Agreement: All parties to this agreement agree to fulfill all financial and other obligations incurred by or on behalf of REACH in the timeframe between the expiration date of the previous REACH interlocal agreement and the effective date of this agreement.

XII. Amendments: This agreement may be amended upon recommendation of the Executive Committee, and adoption by each member jurisdictions' authorized representative. Modifications to this Agreement must be in writing signed by an authorized representative from each Jurisdiction.

XIII. Non-exclusiveness and Prior Agreements: This Agreement is not intended to be exclusive among the jurisdictions. Any jurisdiction may enter into separate agreements with any other entity. No such separate agreement shall terminate any responsibility under this Agreement.

XIV. No Dedication of Facilities or Resources: Except as otherwise expressly provided herein, no undertaking by any jurisdiction under this Agreement shall constitute a dedication of facilities or resources of such jurisdiction, or any portion thereof to the public or to the other jurisdictions. Nothing in this Agreement shall be construed to give a jurisdiction any right of ownership, possession, use or control of the facilities or resources of the other jurisdiction.

- XV. No Partnership:** This Agreement shall not be interpreted or construed to create a partnership or separate legal entity or to impose any partnership obligation or liability upon any jurisdiction hereto. Further no jurisdiction shall have any undertaking for or on behalf of, or act as or be an agent or representative of, or to otherwise bind any other member jurisdiction.
- XVI. No Third Party Beneficiary:** Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This Agreement shall not confer any right or remedy upon any person other than the member jurisdictions. This Agreement shall not release or discharge any obligation of any third party to any jurisdiction.
- XVII. Entire Agreement:** This Agreement constitutes the entire agreement and supersedes any and all prior agreements of the parties with respect to the subject matters hereof.
- XVIII. Successors and Assigns:** This Agreement is not transferable or assignable, in whole or in part, and any jurisdiction may terminate its participation in this Agreement subject to Article X.
- XIX. Waiver of Rights:** Any waiver, at any time, by any jurisdiction of its rights with respect to a breach or default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent breach or default or other matter arising in connection with this Agreement. Any delay short of the statutory period of limitations in asserting or enforcing any right shall not constitute or be deemed a waiver.
- XX. Invalid Provision:** The invalidity or unenforceability of any provision hereof shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- XXI. Notices:** Any notice, demand, information, report or item otherwise required, authorized or provided for in this Agreement shall be given in writing and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone or (iii) sent by United States Mail, postage prepaid to the REACH Chair or applicable jurisdiction at the address designated by said jurisdiction.

SIGNATURE PAGE

IN WITNESS WHEREOF, the jurisdictions hereto have caused this Agreement to be executed by duly authorized representatives as of the date of their signatures.

Calvin P. Hoggard
City Manager, City of SeaTac

Date

John Rants
Mayor, City of Tukwila

Date

Barbara Gletne
Director, Department of Housing and
Human Services

Date

Approved as to form:

City Attorney, City of SeaTac

Date

Approved as to form:

City Attorney, City of Tukwila

Date

Approved as to form:

Prosecuting Attorney, King County

Date

REACH 1998 Work Plan

1. **Provide Information and Technical Assistance to Member Jurisdictions on Housing Renovation, Rehabilitation and Maintenance Programs.**
 - Document & assess existing housing rehabilitation programs
 - Develop strategies to bring about improvements in targeted multi-family properties
 - Coordinate with city & county departments & owners to improve multi-family properties
 - Assess nonprofit interest and capacity to acquire & rehabilitate properties; provide technical assistance
 - Provide policy research and project assistance to REACH communities
 - Obtain and maintain data on housing needs, markets, and subsidized housing stock
2. **Provide Information and Technical Assistance on Affordable Housing Programs, Policies and Funding..**
 - Collect and maintain information on affordable housing funding sources; brief member jurisdictions upon request.
 - Develop expertise in uses of and application procedures for funding sources and lending programs applicable to REACH communities' needs
 - Build relationships with potential funders and lenders
3. **Establish programs to Meet Affordable Housing Needs**
 - Implement and evaluate *Paint Your Heart Out!*, a home painting program for low-income home owners
 - Establish a minor home repair program for low-income home owners to supplement existing county and city programs
 - Research, recommend and facilitate first-time home buyer programs for REACH communities*
4. **Undertake Community Outreach Efforts**
 - Hold an Open House
 - Participate in meetings of REACH jurisdictions, community & citizen organizations; make presentations as requested
 - Establish a Citizen Advisory Board
 - Invite other South King County cities to join REACH
 - Prepare articles and press releases for local publications and media
 - Expand and maintain mailing list
 - Develop informational materials on REACH programs and activities
5. **REACH Administration**
 - Staff the Executive Committee
 - Maintain REACH office
 - Prepare budget, quarterly reports and billings

* First-time home buyer activity is funded by the City of Tukwila and King County. SeaTac is not participating in this part of the work program.

BUDGET

	1998	1999 Draft
REVENUE		
Tukwila	\$10,000	\$13,000
SeaTac	\$10,500	\$10,500
King County	\$30,000	\$30,000
King County carryover	\$2,900	\$5,500
US Bank**	in kind	in kind
TOTAL	\$53,400	\$59,000

EXPENSES

Salary & Benefits	\$45,500	\$51,350
Rent & Utilities	in kind	in kind
Supplies	\$800	\$1,000
Telephone	\$1,500	\$1,600
Internet Account	\$250	\$250
Transportation	\$800	\$1,000
Copying/Printing	\$2,500	\$2,000
Postage	\$1,050	\$800
Insurance	\$0	\$700
Miscellaneous	\$1,000	\$300
TOTAL	\$53,400	\$59,000

** Office space for the program manager is being donated by U.S. Bank in Renton. This donation includes use of a conference room, office furniture, and the cost of utilities.

REACH RESERVE FUNDS projected at 12-31-98

Source	Amount	Purpose
King County Housing Authority grant	\$16,060	REACH programs and projects
King County unspent current expense funds	\$25,496	REACH programs, projects, and related expenses.
TOTAL	\$41,556	

FISCAL NOTE

Ordinance/Motion No.
Title: Supplemental Appropriation for REACH of King County Housing Authority (KCHA) grant
Affected Agency and/or Agencies DCHS
Note Prepared by: Betsy Czark
Note Reviewed by: Casey O'Connor

Impact of the above legislation on the fiscal affairs of King County is estimated to be:

Revenue to:

Fund Title	Fund Code	Revenue Source	1st Year	2nd Year	3rd Year
Current Expense	010	KCHA grant	\$16,060	-----	-----
TOTAL			\$16,060		

Expenditures from:

Fund Title	Fund Code	Department	1st Year	2nd Year	3rd Year
Current Expense	010	DCHS/CSD		\$16,060	
TOTAL				\$16,060	

Expenditures by Categories

	1st Year	2nd Year	3rd Year
Salaries & Benefits			
Supplies and Services			
Capital Outlay			
Other		\$16,060	
TOTAL		\$16,060	