

CONTRACT FACE SHEET

Document Type: Claim Interlocal Agmt
 Collective Bargaining Agmt Latecomer Agreement
 Connection Charge Agmt MOU
 Contract ROW Use Agmt
 Franchise Agreement Settlement Agmt
 Grant Agmt

Relationship to Original: Amendment MOU
 Cancellation New
 Change Order Release
 Correspondence Renewal
 Initial Retainage
 Lien Working

*Vendor Name: KC Community Services Division / Dept Contract Human Svcs

*JDE PO Number: 811021-000

*Original Effective Date: 06-26-2008

*Amendment Effective Date: /

*Termination Date: 12-31-2011

*Clerk's Receiving Number: 43427 (City Clerk's Office will enter)

Related Receiving Number: /

Id/RFP/RFQ/ITQ Number: /

Ordinance Number: /

Resolution Number: 7761 - 06-23-2008

IP Number: /

Project Description: 2009 - 2011 Home Investment Partnerships Program aka Home Program

JC Recording Number: 20081121000704

Vendor or Parcel Number: /

File Location: 08-809

Denotes Mandatory Fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

DEPT: PCD Face Sheet Date 12-30-2008 C JDE
 Scan/Index Date 12-31-08 AM ECM



King County

Community Services Division
Housing and Community Development
Department of Community and Human Services
401 Fifth Avenue, Suite 510
Seattle, WA 98104
206-263-9033 FAX: 206-296-0228
TTY Relay: 711



20081121000704

KING COUNTY CO INTERLOCA 8.98
PAGE 081 OF 088
11/21/2008 11:49
KING COUNTY, WA

Please return to the Attention of:

Cheryl Markham, Program Manager
King County Housing and Community
Development
401 Fifth Avenue, Suite 510
Seattle, WA 98104

GH# 43627 DATE 12-30-08 10:08:09
Res 7963

WASHINGTON STATE RECORDER'S COVER SHEET

Document Title

Home Investment Partnerships Program Interlocal Cooperation Agreement 2009 -- 2011.

Grantor(s) / Grantee(s)

The Agreement is between King County, Washington and the cities of:
Auburn, Bellevue, and Kent.

Full copies of each agreement are maintained by the Department of Community and Human Services / Community Services Division / Housing and Community Development Program located at 401 Fifth Avenue, Suite 510, Seattle, WA 98104.

**HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT**

CE# 43627 DATE 12-30-08 LOC OS-809
Res 7761

THIS AGREEMENT is entered into between King County, hereinafter referred to as the "County," and the City of Bellevue hereinafter referred to as the "City," said parties to the Agreement each being a unit of general local government of the State of Washington.

RECITALS

WHEREAS, King County is an urban county, as defined by 24 CFR 92.2 and 24 CFR 570.3; and

WHEREAS, a unit of general local government that is located within in an urban county may be part of a HOME consortium only through the urban county; and

WHEREAS, the City and King County agree that it is mutually desirable and beneficial to enter into a consortium arrangement for purposes of the HOME Investment Partnerships Program, hereinafter referred to as "HOME Program";

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES, AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS AGREED THAT:

1. This Agreement is made pursuant to the National Affordable Housing Act of 1990, as amended, 42 USC § 12701 et. seq. (the "Act") and RCW 39.34, the Intergovernmental Cooperation Act.
2. The City and the County agree to cooperate to undertake or assist in undertaking HOME Program housing assistance activities which are eligible under 24 CFR Part 92.
3. The County is hereby authorized to act as the representative member on behalf of the Consortium for the purposes of the HOME Program. The County as the applicant and grantee for the HOME Program funds has responsibility for and assumes all obligations in the executing the HOME Program, including final responsibility for selecting and executing activities, ensuring compliance with federal requirements and submitting to HUD the Consolidated Housing and Community Development Plan (Consolidated Plan), Annual Action Plans, and related plans and reports, including the Analysis of Impediments to Fair Housing Choice and the Fair Housing Action Plan. Nothing contained in this Agreement shall be construed as an abdication of those responsibilities and obligations.

The City agrees to cooperate fully with the County in the development and preparation of the Consolidated Plan and related plans, and to prepare and provide those elements specifically pertaining to the City.

4. This Agreement shall remain in full force and effect for the period necessary to plan and carry out all activities that will be funded from HOME funds awarded for the 2009, 2010 and 2011 federal fiscal years, the three-year qualification period that coincides with the Agreement for the Distribution and Administration of the King County Consortium's Community Development Block Grant, or until the County's designation as a participating HOME jurisdiction or an urban county is rescinded by the United States Department of Housing and Urban Development, whichever is shorter.
5. This Agreement will be automatically renewed for participation in successive three-year qualification periods, unless the County or the City provides written notice it wishes to amend or elects not to participate in the new qualification period. Such written notice shall be given by the date set forth in an Urban County Qualification Notice applicable to subsequent three-year qualification periods and provided by the United States Department of Housing and Urban Development.
6. The City and the County agree to adopt any amendments to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit such amendments to the United States Department of Housing and Urban Development. Failure to adopt such amendments will void the automatic renewal of such qualification period.
7. During the term of this Agreement, neither the County nor the City may withdraw from participation from their respective obligations under this Agreement.
8. By executing the HOME Agreement, the City understands that it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation.
9. This Agreement shall be executed in three counterparts, each of which shall be deemed an original, by the chief executive officers of the County and the City, pursuant to the authority granted them by their respective governing bodies. One of the signed Agreements shall be filed by the County with the Region X office of HUD, one shall be filed with the City and one shall be filed with the County. Prior to its taking effect, the fully executed Agreement shall be filed with the County Auditor, or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.
10. The parties to this Agreement hereby agree to affirmatively further fair housing and to ensure that no HOME funds are expended for activities that do not affirmatively further fair housing within the boundaries of their jurisdiction or for activities that impede the County's actions to comply with its fair housing certification. For purposes of this section, "affirmatively

furthering fair housing" includes participation in the process of developing an Analysis of Impediments to Fair Housing Choice and a Fair Housing Action Plan. While King County has the primary responsibility for the development of these reports to HUD pursuant to Section 3 of this Agreement, upon request, the City shall provide assistance to the County in preparing such reports.

10. **Joint Recommendations Committee Composition.** An inter-jurisdictional Joint Recommendations Committee ("JRC") shall be established through the 2009-2011 Consortium Interlocal Cooperation Agreement.

The JRC shall be composed of three county representatives and eight cities representatives.

The three county representatives shall be King County Executive staff with broad policy responsibilities and/or department directors. County representatives shall be specified in writing and, where possible, shall be consistently the same persons from meeting to meeting.

Four of the cities representatives shall be from non-entitlement consortium cities signing the King County Consortium Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program, two from each subregion.

The remaining four cities representatives shall be from cities that qualify to receive CDBG funds directly from HUD that are signing either a Joint Agreement Regarding the Community Development Block Grant Program or a HOME Program-only Agreement. These latter four representatives shall have no vote on matters specific to the jurisdictions of the King County Consortium Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program.

Two of the eight cities representatives shall be rotated among the HOME Program-only Agreement Cities. The two representatives will vote on issues affecting HOME Program Agreement Cities that are specific to this Agreement.

For the HOME Program-only Agreement Cities' rotating positions, the HOME Program Agreement Cities will notify the County by the end of the second week in February of each year, who the two HOME Program-only Agreement City representatives will be for that year.

The chairperson and vice-chairperson of the JRC shall be chosen from among the members of the JRC by a majority vote of the members for a term of one year beginning with the first meeting of the calendar year. Attendance of five members shall constitute a quorum.

11. **JRC Appointments.** The King County Executive shall appoint the three county representatives. The participating cities of the King County Consortium Interlocal Cooperation Agreement for the Community Development Block Grant Program shall provide for the appointment of their shared representatives in a manner to be determined by those cities through the Suburban Cities Association or other agreed-upon mechanism for the execution of shared appointing authority. The Suburban Cities Association or other agreed

mechanism will select four jurisdictions of varying size from among those signing this agreement, two from the north/east sub-region and two from the south sub-region. The cities representatives shall be elected officials, chief administrative officers, or persons who report directly to the chief administrative officer and who have broad policy responsibilities; e.g., planning directors, department directors, etc. Members of the JRC shall serve for two years, or at the pleasure of their respective appointing authorities.

12. Powers and Duties of the JRC. The JRC shall be empowered to:

- a. Review and recommend to the King County Executive all policy matters concerning the King County CDBG Consortium and HOME Program Consortium, including but not limited to the Consolidated Plan and related plans and policies.
- b. Review and recommend to the King County Executive the projects and programs to be undertaken with King County CDBG Consortium funds and HOME Program Consortium funds, including the Administrative Set-aside.
- c. Monitor and ensure that all geographic areas and participating jurisdictions benefit fairly from King County CDBG Consortium and HOME Program Consortium funded activities over the three-year agreement period, so far as is feasible and within the goals and objectives of the Consolidated Plan.

13. Advisory Committees to the JRC. In fulfilling its duty to review and recommend projects and programs to be undertaken with HOME Program funds, the JRC shall consider the advice of inter-jurisdictional advisory committees. Sub-regional advisory committees, made up of one representative from each participating jurisdiction in a sub-region that wishes to participate, shall be convened to assist in the review and recommendation of projects and programs to be undertaken in that sub-region. The JRC may also solicit recommendations from other inter-jurisdictional housing and community development committees.

14. The City shall assist the County in developing the Consortium's HOME Program by participating in development of the Consolidated Plan to accommodate both the collective and individual housing objectives contained within local comprehensive plans or other adopted plans of the City and the County.

15. The City and County shall each assign a staff person to serve as the primary contact for the administration of this Agreement. The assigned contact person is responsible for communicating relevant information to their respective jurisdiction.

16. This Agreement applies to the Consortium's acceptance of other federal housing-related funds which may be allocated by formula to the Consortium. Allocation decisions for these funds will be subject to policies and procedures developed by the advisory committees to the JRC and adopted by the JRC.

17. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based on any provision of this Agreement.

KING COUNTY, WASHINGTON

CITY OF BELLEVUE

Jackie MacLean
for King County Executive

Matthew A. Terry
By: Signature

Jackie MacLean
Printed Name

Matthew A. TERRY
Printed Name

Director, Department of Community and Human Services
Title

Planning and Community Development Director
Title

8/22/08
Date

8/5/08
Date

Approved as to Form:
OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

Approved as to Form:
CITY OF BELLEVUE
CITY ATTORNEY

[Signature]

Lori M. Riordan
City Attorney

ATTEST:
CITY OF BELLEVUE

Myra L. Basil

City Clerk

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7761

A RESOLUTION authorizing the City Manager or his designee to execute an Interlocal Agreement between the City of Bellevue and King County regarding renewal of the HOME Investment Partnerships Program (HOME Program).

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute an Interlocal Agreement between the City of Bellevue and King County regarding renewal of the HOME Investment Partnerships Program (HOME Program), a copy of which Interlocal Agreement has been given Clerk's Receiving No. 43627.

Passed by the City Council this 23rd day of June, 2008, and signed in authentication of its passage this 23rd day of June, 2008.

(SEAL)


Grant S. Degginger, Mayor

Attest:


Myrna L. Basich, City Clerk

Resolution 7761
page 2
item 3 (f.)

Agenda

P 104

City Council Extended Study Session

MONDAY
June 23, 2008

6:00 – 10:00 p.m.
Council Conference Room (1E-113)

Page

1. Executive Session

(a) Potential litigation (approximately 20 minutes)

2. Communications: Written and Oral

Note: Three-minute limit per person, or five minutes if representing the official position of a recognized community organization. Maximum of three persons are permitted to speak to each side of any one topic.

3. Study Session

(a) Council Business and New Initiatives (no packet materials)

(b) City Manager's Report

1. Council direction on the ULI panel review process

PCD
Matt Terry

3-1

(Staff seeks confirmation of ULI panel review process.)

(c) Sound Transit East Link update

TRAN
Bernard
van de Kamp
Maria
Koenigter

3-7

(For information and discussion.)

City Council meetings are wheelchair accessible. American Sign language (ASL) interpretation is available upon request. Please phone 452-6805 at least 48 hours in advance. Assisted Listening Devices are also available upon request.



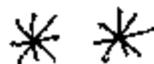
City of Bellevue

- | | | |
|--|-------------------------------|--------------------|
| <p>(d) Resolution No. 7759 authorizing execution of a purchase and sale agreement and authorizing the deposit of \$875,000 into escrow, for the purchase of real property, in lieu of condemnation, owned by Kent Central, L.L.C, known as Lincoln Center (King County Parcel No. 3225059005) located at 555 116th Avenue NE, for the purchase price of \$17,500,000, plus closing costs and broker's fees, subject to the removal of all purchase contingencies.</p> | <p>CIVIC
Nora Johnson</p> | <p><u>3-15</u></p> |
|--|-------------------------------|--------------------|

(Council action is requested.)

- | | | |
|--|---|--------------------|
| <p>(e) Resolution No. 7760 authorizing execution of a consultant agreement with Fehr & Peers/Mirai, in an amount not to exceed \$99,670.00, for technical and procedural assistance in the development of an update to the City's Transportation Impact Fee Program.</p> | <p>TRAN/PCD
Goran
Sparrman
Eric Miller
Matt Terry</p> | <p><u>3-21</u></p> |
|--|---|--------------------|

(Council action is requested.)



- | | | |
|--|--|--------------------|
| <p>(f) Resolution No. 7761 authorizing execution of an Interlocal Agreement with King County regarding renewal of the HOME Investment Partnerships Program (HOME Program).</p> | <p>PCD/
ARCH
Arthur
Sullivan</p> | <p><u>3-31</u></p> |
|--|--|--------------------|

(Council action is requested.)

- | | | |
|---|-----------------------------------|--------------------|
| <p>(g) Arts Commission 2008 Funding Recommendations</p> <p>Motion to direct staff to implement the recommended 2008 Eastside Partnership and Special Projects Funding at locations.</p> | <p>PCD
Mary Pat
Byrne</p> | <p><u>3-45</u></p> |
|---|-----------------------------------|--------------------|

(Council action is requested.)

- | | | |
|--|--|--------------------|
| <p>(h) Utilities Early Outlook Budget Discussion</p> <p><i>(For information and discussion.)</i></p> | <p>UTIL
Denny Vidmar
Nav Ota
Anne Weigle</p> | <p><u>3-61</u></p> |
|--|--|--------------------|

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<p>(i) Development Services Early Outlook and update <i>(For information and discussion.)</i></p>	<p>PCD Mike Brenner Joe Guinasso</p>	<p><u>3-69</u></p>
<p>(j) Regional Issues</p>	<p>CMO Diane Carlson</p>	<p><u>3-71</u></p>
<p>1. Discussion/Action Items</p>		
<p>i. Update on Regional Transportation Tolling and Pricing Activities</p>		<p><u>3-73</u></p>
<p>ii. King County Comprehensive Solid Waste Management Plan update</p>		<p><u>3-77</u></p>
<p>iii. Cascade Water Alliance Water Audit Agreement</p>		<p><u>3-87</u></p>
<p>iv. Municipal Court Operating and Capital Alternatives</p>		<p><u>3-105</u></p>
<p><i>(Council direction is requested.)</i></p>		
<p>v. Eastside Cities Joint Communication to Sound Transit <i>(no packet materials)</i></p>		
<p>vi. Letter of Response to King County Jail Contract Extension <i>(no packet materials)</i></p>		
<p>2. Legislative Status Report</p>		
<p>i. Federal Legislative update</p>		<p><u>3-117</u></p>
<p>3. Information Items</p>		
<p>i. King County Regional Committees Briefing (PRC, RWQC, Flood Control Zone District Advisory Committee and update on King County's wastewater rate increase)</p>		<p><u>3-123</u></p>

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ii. Puget Sound Regional Council (PSRC)
Briefing

4. Discussion of upcoming items

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City of Bellevue

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT:

Resolution No. 1761 authorizing execution of an Interlocal agreement between the City of Bellevue and King County regarding renewal of the HOME Investment Partnerships Program (HOME Program). The updated agreement is for the years 2009 through 2011.

FISCAL IMPACT:

There is no fiscal impact to the City as HOME Program funds are made available by HUD and managed through King County. Per the terms of the Interlocal agreement, all geographic areas and participating jurisdictions are to benefit fairly from HOME Program funded activities throughout the agreement period, so far as it is feasible.

STAFF CONTACTS:

Dan Stroh, Planning Director, 452-5255
Department of Planning & Community Development
Arthur Sullivan, Program Manager, 861-3677
ARCH

POLICY CONSIDERATION:

Shall Bellevue continue to participate in an Interlocal agreement with King County, participating in a regional approach to the distribution and administration of federal HOME Program funds? Also, shall Bellevue approve proposed changes to the HOME Program Interlocal agreement with King County? These changes could potentially change representation on the Joint Recommendations Committee (JRC), which is responsible for HOME Program allocation decisions.

BACKGROUND:

HOME Program Consortium funds are made available by HUD, are administered by King County, and countywide allocation decisions are made by the Joint Recommendations Committee (JRC). Local housing programs or developers may apply for HOME funds to help meet locally identified affordable housing needs, including new affordable rental housing; rehabilitation and preservation of existing rental housing; and first-time homeownership programs.

The City of Bellevue has participated in this agreement with King County since 2000. Although the agreement could renew automatically, an updated agreement is proposed at this time because the existing agreement has become out-of-date. In 2004 the agreement

was modified (Resolution No. 7052) primarily to address issues of geographic funding balance and representation on the expanded JRC. The JRC is composed of three county representatives and eight cities representatives. Four of the city representatives are from cities like Bellevue that are qualified to receive CDBG funds directly from HUD (two from each sub-region), and four are from non-CDBG entitlement consortium cities (two from each sub-region).

Options and Implications regarding HOME Program participation: No action is needed for Bellevue to continue participation in the King County HOME Program Consortium. Bellevue does not have an option to directly receive and administer HOME Program federal funds, as it does CDBG funds. If Bellevue chooses to not participate in the Consortium, notice to King County and HUD must be made by June 30, 2008. Without participation in the HOME Program Consortium, Bellevue's allocation of HOME Program funds would go to the State to be administered through the State Housing Trust Fund. Bellevue would not be a participant on the JRC HOME Program advisory group, and affordable housing projects in Bellevue would not be eligible for funding by the King County HOME Program.

Options and Implications regarding the draft Interlocal agreement: If Bellevue chooses to continue participation in the HOME Program Consortium, the City must review and approve the updated 2009-2011 HOME Program Interlocal agreement. Comments or language changes to the Interlocal agreement may be submitted prior to action by King County Council, expected in late June 2008. Alternatively, Council tonight can approve the draft Interlocal for signature provided that no changes are made by King County Council. Changes by King County Council are not expected.

Updates to the draft agreement are generally technical in nature and do not reflect any substantive change to Bellevue's participation. One update of note has potential implications for the frequency of Bellevue's representation on the JRC. It addresses the issue of Joint Agreement cities in the consortium that have grown large enough to receive CDBG funds directly from HUD (Kirkland and Redmond) and could change to HOME-only status (Bellevue's status). Although it seems likely these cities will choose to retain Joint Agreement status, a change to the agreement (Section 11, Paragraph 7) allows flexibility for an increase in HOME-only cities by leaving it open to the HOME-only cities to choose the two rotating HOME-only JRC representatives each year. If the number of HOME-only cities does not increase, JRC will use the existing rotation: Bellevue will have a direct seat every 2 out of 3 years and would be able to serve as an alternate in the year off. If the number of HOME-only cities does increase, it is likely that Bellevue will have a direct seat in the JRC somewhat less frequently.

OPTIONS:

Council direction on whether the City should continue participation in the HOME Program Consortium is needed by King County and HUD prior to June 30th. Council approval of the draft HOME Program Interlocal agreement with King County is not needed until next month, after approval by King County Council. However, if Council is ready tonight to provide direction on the Interlocal, a resolution is included for Council approval.

1. Continue Bellevue's participation in the HOME Program Consortium, in which case no notification to King County and HUD is needed prior to the June 30 deadline; and (2) adopt Resolution No. TT61 authorizing execution of an Interlocal agreement between the City of Bellevue and King County regarding renewal of the HOME Investment Partnerships Program (HOME Program).
2. Do not adopt the Resolution and provide alternative direction to staff.

RECOMMENDATION:

(1) Continue Bellevue's participation in the HOME Program Consortium, and (2) adopt Resolution No. TT61 authorizing execution of an Interlocal agreement between the City of Bellevue and King County regarding renewal of the HOME Investment Partnerships Program (HOME Program).

MOTION:

Motion to continue Bellevue's participation in the HOME Program Consortium, and (2) adopt Resolution No. TT61 authorizing execution of an Interlocal agreement between the City of Bellevue and King County regarding renewal of the HOME Investment Partnerships Program (HOME Program).

EFFECTIVE DATE:

If approved, this Resolution becomes effective immediately.

ATTACHMENTS:

1. 5/30/08 transmittal letter from Jackie MacLean, Director, King County Community Services Division
2. Proposed HOME Investment Partnerships Program Interlocal Cooperation Agreement
3. Proposed Resolution No. TT61



King County

Department of Community and Human Services

Jackie MacLean, Director

401 Fifth Avenue, Suite 500
Seattle, WA 98104

(206) 263-9100 Fax (206) 296-5260
TTY Relay 711

June 3, 2008

The Honorable Grant Degginger, Mayor
City of Bellevue
P.O. Box 90012
Bellevue, WA 98009-9012

Dear Mayor Degginger:

I am writing to you regarding the continued participation by the City of Bellevue in the King County HOME Investment Partnerships (HOME) Program Consortium. The current Interlocal Cooperation Agreement for the King County HOME Consortium covers the years 2006 through 2008, and it is time to renew the King County HOME Consortium for the years 2009 through 2011. This letter is to notify you that the HOME Consortium Agreement must be updated for the 2009 through 2011 qualification period with the Department of Housing and Urban Development, and the updated Agreement will need to be approved by King County Council and the Bellevue City Council this summer.

Benefits of the King County HOME Consortium

Continued participation in the HOME Consortium is advantageous for the following reasons:

- Your city and affordable housing developers serving your city may apply for HOME funds to help meet locally identified affordable housing needs, including affordable rental housing and first-time homeownership programs;
- Your city and affordable housing developers serving your city may apply for HOME funds to support the rehabilitation and preservation of affordable privately owned multifamily rental housing in your jurisdiction;
- Your city can participate in the Interjurisdictional Advisory Group that helps develop recommendations for the inter-jurisdictional Joint Recommendations Committee on specific projects to receive funds, as well as program guidelines.

If the City of Bellevue would like to continue participating in the King County HOME Consortium and will renew the updated HOME Consortium Agreement for the 2009 through 2011 term, you do not have to take any action at this time. King County staff will be taking the updated Agreement to the King County Council for approval in June, and will send you the updated agreement to take to your council in mid-July. We have included a draft copy of the updated

The Honorable Grant Degginger
June 2, 2008
Page 2 of 2

Agreement in this letter for your review. We will be on a tight time frame this summer to get the final signed agreements to HUD in mid-August.

If the City of Bellevue decides that it does not want to continue its participation in the King County HOME Consortium and will not renew the updated HOME Consortium Agreement for the 2009 through 2011 term, you must notify the County and HUD in writing, no later than June 30, 2008. A decision to be excluded would be effective for the entire three-year period of January 1, 2009 through December 31, 2011.

If the City of Bellevue decides to be excluded from the King County HOME Consortium, please send written notification to:

Cheryl Markham, Program Manager
King County Housing and Community Development Program
401 5th Avenue, Suite 510
Seattle, WA 98104

John W. Peters, Director
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
909 First Avenue, Suite 300
Seattle, WA 98104-1000

Cheryl Markham is available to speak with you if you wish to discuss King County's HOME Program. Please contact her at 206-263-9067 or by e-mail at Cheryl.Markham@kingcounty.gov.

Sincerely,


Jackie MacLean
Director

JM:te

Enclosure

cc: Dan Stroh, Planning Director, City of Bellevue
Janet Lewis, Planner, City of Bellevue
Linda Peterson, Division Director, Community Services Division
ATTN: Cheryl Markham, Project/Program Manager IV, Housing and Community
Development Program
Kathy Tremper, Project/Program Manager III
John deChadenodes, Project/Program Manager III
Eileen Blecker, Project/Program Manager II

**HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT**

THIS AGREEMENT is entered into between King County, hereinafter referred to as the "County," and the City of _____ hereinafter referred to as the "City," said parties to the Agreement each being a unit of general local government of the State of Washington.

RECITALS

WHEREAS, King County is an urban county, as defined by 24 CFR 92.2 and 24 CFR 570.3; and

WHEREAS, a unit of general local government that is located within in an urban county may be part of a HOME consortium only through the urban county; and

WHEREAS, the City and King County agree that it is mutually desirable and beneficial to enter into a consortium arrangement for purposes of the HOME Investment Partnerships Program, hereinafter referred to as "HOME Program";

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES, AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS AGREED THAT:

1. This Agreement is made pursuant to the National Affordable Housing Act of 1990, as amended, 42 USC § 12701 et. seq. (the "Act") and RCW 39.34, the Intergovernmental Cooperation Act.
2. The City and the County agree to cooperate to undertake or assist in undertaking HOME Program housing assistance activities which are eligible under 24 CFR Part 92.
3. The County is hereby authorized to act as the representative member on behalf of the Consortium for the purposes of the HOME Program. The County as the applicant and grantee for the HOME Program funds has responsibility for and assumes all obligations in the executing the HOME Program, including final responsibility for selecting and executing activities, ensuring compliance with federal requirements and submitting to HUD the Consolidated Housing and Community Development Plan (Consolidated Plan), Annual Action Plans, and related plans and reports, including the Analysis of Impediments to Fair Housing Choice and the Fair Housing Action Plan. Nothing contained in this Agreement shall be construed as an abdication of those responsibilities and obligations.

The City agrees to cooperate fully with the County in the development and preparation of the Consolidated Plan and related plans, and to prepare and provide those elements specifically pertaining to the City.

4. This Agreement shall remain in full force and effect for the period necessary to plan and carry out all activities that will be funded from HOME funds awarded for the 2009, 2010 and 2011 federal fiscal years, the three-year qualification period that coincides with the Agreement for the Distribution and Administration of the King County Consortium's Community Development Block Grant, or until the County's designation as a participating HOME jurisdiction or an urban county is rescinded by the United States Department of Housing and Urban Development, whichever is shorter.
5. This Agreement will be automatically renewed for participation in successive three-year qualification periods, unless the County or the City provides written notice it wishes to amend or elects not to participate in the new qualification period. Such written notice shall be given by the date set forth in an Urban County Qualification Notice applicable to subsequent three-year qualification periods and provided by the United States Department of Housing and Urban Development.
6. The City and the County agree to adopt any amendments to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit such amendments to the United States Department of Housing and Urban Development. Failure to adopt such amendments will void the automatic renewal of such qualification period.
7. During the term of this Agreement, neither the County nor the City may withdraw from participation from their respective obligations under this Agreement.
8. By executing the HOME Agreement, the City understands that it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation.
9. This Agreement shall be executed in three counterparts, each of which shall be deemed an original, by the chief executive officers of the County and the City, pursuant to the authority granted them by their respective governing bodies. One of the signed Agreements shall be filed by the County with the Region X office of HUD, one shall be filed with the City and one shall be filed with the County. Prior to its taking effect, the fully executed Agreement shall be filed with the County Auditor, or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.
10. The parties to this Agreement hereby agree to affirmatively further fair housing and to ensure that no HOME funds are expended for activities that do not affirmatively further fair housing within the boundaries of their jurisdiction or for activities that impede the County's actions to comply with its fair housing certification. For purposes of this section, "affirmatively

furthering fair housing" includes participation in the process of developing an Analysis of Impediments to Fair Housing Choice and a Fair Housing Action Plan. While King County has the primary responsibility for the development of these reports to HUD pursuant to Section 3 of this Agreement, upon request, the City shall provide assistance to the County in preparing such reports.

10. **Joint Recommendations Committee Composition.** An inter-jurisdictional Joint Recommendations Committee ("JRC") shall be established through the 2009-2011 Consortium Interlocal Cooperation Agreement.

The JRC shall be composed of three county representatives and eight cities representatives.

The three county representatives shall be King County Executive staff with broad policy responsibilities and/or department directors. County representatives shall be specified in writing and, where possible, shall be consistently the same persons from meeting to meeting.

Four of the cities representatives shall be from non-entitlement consortium cities signing the King County Consortium Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program, two from each subregion.

The remaining four cities representatives shall be from cities that qualify to receive CDBG funds directly from HUD that are signing either a Joint Agreement Regarding the Community Development Block Grant Program or a HOME Program-only Agreement. These latter four representatives shall have no vote on matters specific to the jurisdictions of the King County Consortium Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program.

Two of the eight cities representatives shall be rotated among the HOME Program-only Agreement Cities. The two representatives will vote on issues affecting HOME Program Agreement Cities that are specific to this Agreement.

For the HOME Program-only Agreement Cities' rotating positions, the HOME Program Agreement Cities will notify the County by the end of the second week in February of each year, who the two HOME Program-only Agreement City representatives will be for that year.

The chairperson and vice-chairperson of the JRC shall be chosen from among the members of the JRC by a majority vote of the members for a term of one year beginning with the first meeting of the calendar year. Attendance of five members shall constitute a quorum.

11. **JRC Appointments.** The King County Executive shall appoint the three county representatives. The participating cities of the King County Consortium Interlocal Cooperation Agreement for the Community Development Block Grant Program shall provide for the appointment of their shared representatives in a manner to be determined by those cities through the Suburban Cities Association or other agreed-upon mechanism for the execution of shared appointing authority. The Suburban Cities Association or other agreed

mechanism will select four jurisdictions of varying size from among those signing this agreement, two from the north/east sub-region and two from the south sub-region. The cities representatives shall be elected officials, chief administrative officers, or persons who report directly to the chief administrative officer and who have broad policy responsibilities; e.g., planning directors, department directors, etc. Members of the JRC shall serve for two years, or at the pleasure of their respective appointing authorities.

12. Powers and Duties of the JRC. The JRC shall be empowered to:

- a. Review and recommend to the King County Executive all policy matters concerning the King County CDBG Consortium and HOME Program Consortium, including but not limited to the Consolidated Plan and related plans and policies.
- b. Review and recommend to the King County Executive the projects and programs to be undertaken with King County CDBG Consortium funds and HOME Program Consortium funds, including the Administrative Set-aside.
- c. Monitor and ensure that all geographic areas and participating jurisdictions benefit fairly from King County CDBG Consortium and HOME Program Consortium funded activities over the three-year agreement period, so far as is feasible and within the goals and objectives of the Consolidated Plan.

13. Advisory Committees to the JRC. In fulfilling its duty to review and recommend projects and programs to be undertaken with HOME Program funds, the JRC shall consider the advice of inter-jurisdictional advisory committees. Sub-regional advisory committees, made up of one representative from each participating jurisdiction in a sub-region that wishes to participate, shall be convened to assist in the review and recommendation of projects and programs to be undertaken in that sub-region. The JRC may also solicit recommendations from other inter-jurisdictional housing and community development committees.

14. The City shall assist the County in developing the Consortium's HOME Program by participating in development of the Consolidated Plan to accommodate both the collective and individual housing objectives contained within local comprehensive plans or other adopted plans of the City and the County.

15. The City and County shall each assign a staff person to serve as the primary contact for the administration of this Agreement. The assigned contact person is responsible for communicating relevant information to their respective jurisdiction.

16. This Agreement applies to the Consortium's acceptance of other federal housing-related funds which may be allocated by formula to the Consortium. Allocation decisions for these funds will be subject to policies and procedures developed by the advisory committees to the JRC and adopted by the JRC.

17. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based on any provision of this Agreement.

KING COUNTY, WASHINGTON

CITY OF _____

_____ for King County Executive

_____ By: Signature

Jackie MacLean

_____ Printed Name

_____ Printed Name

Director, Department of Community and Human Services

_____ Title

_____ Title

_____ Date

_____ Date

Approved as to Form:
OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

Approved as to Form:
CITY OF _____
CITY ATTORNEY

_____ City Attorney

ATTEST:
CITY OF _____

_____ City Clerk



MEMORANDUM

DATE: July 2, 2008
TO: Brad Miyake, Dan Stroh
FROM: Janet Lewine x 4884
SUBJECT: **HOME Program Interlocal Agreement**

Received

JUL 29 2008

Contracting Services

The City Manager is requested to sign the attached Interlocal agreement in order to continue Bellevue's participation in the HOME Investment Partnerships Program (HOME Program). City Council reviewed a draft of the Interlocal agreement and authorized execution with Resolution No. 7761 (6-23-08). King County Council has subsequently adopted the Interlocal (6-26-08) with no changes to the draft that was reviewed by Bellevue Council and by Kate Berens.

HOME Program Consortium funds are made available by HUD, are administered by King County, and allocation decisions are made by the Joint Recommendations Committee (JRC). Local housing programs or developers may apply for HOME funds to help meet locally identified affordable housing needs.

City of Bellevue has participated in this agreement with King County since 2000. In the past agreements renewed automatically, but an updated agreement is proposed at this time because the old agreement has become out-of-date. The updated agreement is for the years 2009 through 2011.

Cheryl Markham, HOME Program Manager for King County, notes that in order to meet the HUD funding deadline this Interlocal needs to be signed by Bellevue and returned to King County by **August 11, 2008**.

The following documents are included:

- Final HOME Program Interlocal Agreement adopted by King County Council 6-26-08
- Resolution No. 7761 authorizing execution of the Interlocal 6-23-08
- City Council Agenda Memorandum 6-23-08
- Transmittal letter from Jackie MacLean
- Draft HOME Program Interlocal Cooperation Agreement



CR# 43627 Date: 12.30.08 Loc: 08-80968 #: 811021-000

City of Bellevue
Finance Department - Contracting Services
450 110th Ave. NE. Bellevue, WA 98004

Contract Routing Form

Current Contract Information:

Contract Title:
HOME Program Interlocal Agreement
Contract Description:
Interlocal agreement to continue Bellevue's participation in the HOME Program.
Total Contract Value: \$0.00
This Amendment Value:

Department: Planning & Community Development
Contract Manager: Janet Lewine
Contract Type: Interlocal Agreement (ILA)
Contract Form:
Custom contract document
Budget Expenditure:
No Budget Impact (Explain in Additional Comments)

Vendor Information:

Is this a new vendor? No
Vendor Name: King County
JDE Vendor Number:
Is this vendor an independent contractor? Yes

Tax ID #:
COB License #:
UBI #:
Contractor's License #:

Contract Terms:

Original Effective Date: 06/26/2008 **End Date:** 12/31/2011 **Subject To:**

Related Contract Information:

Is this an amendment/change order/renewal? No

Council Approval:

Does this contract require council approval? No *had authorization to already agreement was RA. 7761 checked - went to Council 6/23/08*

Route:

Contracting Services:	<u>Chris Kelly</u>	Received	Out
Information Technology:	Not Required	JUL 29 2008	7/29/08
Legal: K	<u>Don R.</u>	Contracting Services	7/30/08
Insurance Reviewed By:	<u>[Signature]</u>		
Department Director:	<u>Matthew Wray</u>		8/5/08
Contracting Services:	<u>Chris Kelly</u>		12/23/08
Return To:	Janna Steedman		
City Clerk's Office:	<u>Chaugen</u>	12.29.08	12.31.08

GR # 811021-000

Selection Method:

Selection Method: Other

REC-100

Budget Information:

JUL 29 2008

Line #	Description	GL Date	Account #	Subtotal	Tax	Contract Fee	Other Fee	Total
								\$0.00

Additional Comments:

Approved by Council 6/26/08, Res. 7761 - attached

to KC for signatures & filing 8/6/08 -

12/