**CITY OF REDMOND**
**RESOLUTION NO. 1327**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, APPROVING THE AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR ARCH (A REGIONAL COALITION FOR HOUSING) BETWEEN THE CITIES OF REDMOND, BELLEVUE, KIRKLAND, BOTHELL, WOODINVILLE, ISSAQUAH, MERCER ISLAND, NEWCASTLE, BEAUX ARTS, CLYDE HILL, HUNTS POINT, MEDINA, YARROW POINT, KENMORE, SAMMAMISH AND KING COUNTY

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

WHEREAS, the cities and King County desire to provide a sound base of housing policies and programs in East King County and to complement the efforts of existing organizations to address housing needs in East King County; and

WHEREAS, the cities and King County desire to act cooperatively to formulate affordable housing goals and policies, to foster efforts to provide affordable housing by combining public funding with private sector resources, to support implementation of the goals of the state Growth Management Act and related Countywide Planning Policies relating to affordable housing and to do so efficiently and expeditiously; and

WHEREAS, the cities and King County have determined that the most efficient way to address affordable housing needs in East King County is through cooperative action; and

WHEREAS, the cities and King County are authorized to enter into this Agreement pursuant to RCW Chapter 39.34, the Interlocal Cooperation Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Approval of Interlocal Agreement. The City Council approves the proposed amendments to the Interlocal Agreement for ARCH, as shown in Exhibit 1, attached hereto and incorporated as if set forth in full.

Section 2. Authorization to Approve. The Mayor is hereby authorized and directed to sign, on behalf of the City, an Interlocal Agreement substantially similar to that shown in Exhibit 1.

Section 3. Effective Date. This resolution shall become effective upon adoption by the City Council.

ADOPTED by the Redmond City Council this 20th day of April, 2010.

APPROVED:

RICHARD COLE
MAYOR PRO TEM

ATTEST:

MICHELLE M. MCGEHEE, CMC, CITY CLERK (SEAL)

FILED WITH THE CITY CLERK: April 14, 2010
PASSED BY THE CITY COUNCIL: April 20, 2010
EFFECTIVE DATE: April 20, 2010
RESOLUTION NO. 1327

ADOPTED 6-0: Allen, Carson, Cole, Margeson, Myers and Stilin

# EXHIBIT 1

**Amended and Restated Interlocal Agreement for ARCH**
**A Regional Coalition for Housing**

(Effective Date: July 1, 2010)

This Interlocal Agreement ("Agreement") is entered into by and between the Cities of Bellevue, Kirkland, Redmond, Bothell, Woodinville, Issaquah, Mercer Island, Newcastle, Beaux Arts, Clyde Hill, Hunts Point, Medina, Yarrow Point, Kenmore and Sammamish, municipal corporations organized under the laws of the State of Washington, and King County, a subdivision of state government (individually, the "Party", collectively, the "Parties"). This Agreement amends and restates the prior agreements by and between the Parties relating to the creation and operation of the joint board known as A Regional Coalition for Housing("ARCH"). 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, the Parties have a common goal to ensure the availability of housing that meets the needs of all income levels; and

WHEREAS, the Parties desire to provide a sound base of housing policies and programs in East King County and to complement the efforts of existing organizations to address housing needs in East King County; and

WHEREAS, the Parties desire to act cooperatively to formulate affordable housing goals and policies, to foster efforts to provide affordable housing by combining public funding with private-sector resources, to support implementation of the goals of the state Growth Management Act and related Countywide Planning Policies relating to affordable housing, and to do so efficiently and expeditiously; and

WHEREAS, the Parties have determined that the most efficient and expeditious way for the Parties to address affordable housing needs in East King County 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 have responsibility for local and regional planning for the provision of

housing affordable to citizens that work and/or live in East King County. 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 a legal framework for all communities within the ARCH sphere of influence (See **Exhibit A**) to cooperate in planning for and providing affordable housing; the Parties therefore encourage other cities in East King County to join the Parties in this endeavor.

2. STRUCTURE. To accomplish the purposes of this Agreement, the Parties hereby create a joint and cooperative undertaking responsible for administering the activities described herein, to be called A Regional Coalition for Housing ("ARCH"). ARCH shall be governed by an Executive Board composed of members as provided for in section 4.a of this Agreement. The Executive Board shall constitute a "joint board" as that term is used in RCW 39.34.030(4). The Executive Board shall be assisted by an administrative staff and by a Citizen Advisory Board.

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.

b. Through its Administering Agency (defined in Section 5), to enter into agreements with third parties for the use and application of public funds contributed by individual Parties to the ARCH Housing Trust Funds Account established in Section 12, under such terms and conditions as may be agreed by the individual contributing Parties, as further described in Section 12. ARCH shall, at least annually, report to the Parties on the geographic distribution of all housing trust funds as recommended by ARCH.

c. 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.

d. 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.

e. 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.

f. 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.

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

h. 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.

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

j. 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, with the following exception. There will not be more than two members on the Executive Board representing cities with population less than 5,000 persons, unless approved by the Executive Board. In the event that there are more than two Parties that are members of ARCH with population less than 5,000 persons, then those Parties will propose to the Executive Board for the Executive Board's approval, a method for shared membership on the Executive Board by those

Parties. Any member of the Executive Board representing more than one Party must be approved by the chief executive officer of those Parties being represented by the shared Executive Board member. 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) appoint one of the Parties to serve as "Administering Agency" to carry out administrative functions as further described in this Agreement; (6) establish a special fund with the Administering Agency as authorized by RCW 39.34.030, to be known as the "Operating Fund of the ARCH Joint Board" ("ARCH Fund") within which Fund may be established various accounts and subaccounts including but not limited to an "ARCH Operating Account" (into which will be deposited funding for the ARCH operating budget) and a "Housing Trust Funds Account"; (7) hold regular meetings on such dates and at such places as the Executive Board may designate; (8) through its Administering Agency, 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 Administering Agency to execute such other contracts, agreements or other legal documents necessary for ARCH to carry out its purposes; (9) establish the responsibilities and direct and oversee the activities of the Program Manager; (10) appoint Citizen Advisory Board Members; and (11) 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 on behalf of ARCH 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 shall designate the Administering Agency, which will provide administrative support services on behalf of ARCH. The Administering Agency shall be the Fiscal Agent for ARCH in accordance with the requirements of RCW Chapter 39.34. ARCH shall be staffed with personnel provided by the Parties and/or independent contractors contracting directly with ARCH through its Administering Agency.

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. 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, provided however, that a supermajority (66% in number of Board members) shall be required to appoint the Administering Agency. 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 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 for 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. MEETINGS 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 five years' duration and 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 between three to six months before the end of the 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) except as provided in Subsection (iv) below, 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;

(iv) all uncommitted monies in the Housing Trust Funds Account shall be distributed to the Parties by remitting the total uncommitted amounts remaining in each Party's Individual Account(as described in Section 12) to that Party; and

(v) each Party that has funded a project through the Housing Trust Funds Account shall be substituted for the Administering Agency with regard to all project financing documents, and the Administering Agency shall be released from further obligations with respect thereto.

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, including but not limited to any project financing documents executed by the Administering Agency on behalf of that Party, 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 operating 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. The recommended operating 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.

a. 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.

b. 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. Each Party shall specify the amount of its contribution to be deposited by the Administering Agency into the ARCH Operating Account, as well as the amount, *if any*, to be deposited into the Party's Individual Account within the ARCH Housing Trust Funds Account established by Section 12.

c. If any Party is delinquent by more than three months in the payment of its approved operating budget contribution to the ARCH Operating Account, such Party shall not be entitled to vote on matters before the Executive Board until such delinquency has been paid; provided however, that a Party's decision not to contribute funds to its Individual Account, or its delinquency in funding the same shall not affect that Party's voting rights on the Executive Board.

12. HOUSING TRUST FUNDS ACCOUNT ESTABLISHED; PROCEDURES FOR ADMINISTERING TRUST FUNDS ACCOUNT CONTRIBUTIONS. Upon resolution of the Executive Board, the Administering Agency shall establish and maintain an account within the ARCH Fund for the purpose of administering the contributions of Parties to affordable housing projects and programs, to be known as the ARCH Housing Trust Funds Account. The amounts in the Housing Trust Funds Account shall be held and disbursed by the Administering Agency as described herein.

a. Within the Housing Trust Funds Account, a sub-account shall be established for each Party to this Agreement that chooses to contribute to the Housing Trust Funds Account. Such sub-accounts are collectively referred to as the "Individual Accounts." Contributions to an Individual Account from a Party may be released only upon, and in accordance with, the written direction of that Party.

b. A subaccount shall be established within each Individual Account for each project or program funded in whole or part by a Party from its Individual Account. Such sub-accounts are referred to as "Project Accounts."

c. The Administering Agency shall maintain records sufficient to separately track the deposits, withdrawals and interest earnings, within each Individual Account and each Project Account, and shall provide quarterly reports to all Parties as to the status of funds in each Individual Account and Project Account. The Administering Agency's responsibilities under this Section may be delegated to the ARCH Program Manager to the extent consistent with applicable law and as the Administering Agency and Executive Board may agree.

d. Funds transmitted to ARCH for deposit in the Housing Trust Funds Account shall be held by ARCH until directed for application to a specific project or program by the contributing Party; *provided*, that uncommitted funds in an Individual Account shall be remitted to the contributing Party within 45 days of receipt of written request from the Party signed by its Chief Executive Officer, or upon the Party's withdrawal from ARCH in accordance with the terms of Section 10, or upon the dissolution of ARCH per Section 9.

e. Funds within the Housing Trust Funds Account shall be invested by the Administering Agency in investments permitted by state law for investment of public funds. Investment earnings shall be credited to each Individual Account and Subaccount on a pro rata basis.

f. The Executive Board shall develop standard forms of approvals and agreements to be used in the application of funds contributed to the Housing Trust Funds Account (collectively referred to as "project financing documents"), consistent with the following goals and procedures:

(i) Each Party choosing to participate in funding a project or program through the Housing Trust Funds Account will by action of its legislative body authorize the application of a specified amount of its Individual Account monies to such project or program, and shall

authorize and direct ARCH, ARCH Program Manager, and the Administering Agency to take such actions as necessary to accomplish this. The Executive Board shall recommend to the individual legislative bodies various terms to accompany their authorizations, and the legislative body authorizations shall at a minimum include terms related to:

1. amount of funds allocated;
2. project description, including minimum affordability requirements, if any;
3. nature of the funding commitment (loan, grant, or other);
4. in the event the funding commitment is provided as a loan, the general repayment terms including but not limited to the term of the loan and applicable, interest rate(s); and
5. a general description of the security interests, if any, to be recorded in favor of the Party.

(ii) For each individual housing project or program to be funded through the Housing Trust Funds Account, the developer, owner or administrator of such project or program (generally referred to as the "developer"), shall enter into the necessary set of agreements (project financing documents) with the Administering Agency. The project financing documents shall specify that the Administering Agency is acting as administering agency on behalf of each Party that is providing Housing Trust Funds Account funding to the project or program pursuant to this Agreement and RCW 39.34.030(4), and shall identify each such participating funding Party. The project financing documents will be consistent with general forms of agreement approved by the Executive Board and the terms and conditions approved by the legislative bodies of the funding Parties. The project financing agreements will incorporate all terms and conditions relative to the use and (if applicable) repayment of such funds, and provide for transfer of the Housing Trust Funds Account monies from the funding Parties to the developer.

(iii) Funding contributions to, and repayments (if any) from, specific projects and programs shall be recorded by the Administering Agency, including recording of monies deposited and withdrawn from each Party's Individual Account and Project Accounts therein. Repayments (if any) under any project financing agreement shall be applied *pro rata* to the funding Parties' Individual Accounts based on the ratio of funding contributed to the project by each Party, unless the funding Parties otherwise agree.

(iv) Unless the Parties funding a project or program through the Housing Trust Funds Account otherwise agree, a default, termination or other action against a developer or other third party may be declared only after securing approval in writing of the chief executive officers of funding Parties which together have contributed not less than 51% of the total ARCH member funding to the project. The Administering Agency shall provide reasonable notice and information regarding the status of projects as necessary to each funding Party's Chief Executive Officer to allow him or her to make a timely decision in this regard. Funding parties not consenting to such default, termination or other action shall be bound by the decision of the majority. All funding Parties shall be obligated on a pro rata basis (based on their contributions to the project) to pay to the Administering Agency its reasonable costs and expenses incurred in furtherance of such actions. Any funds recovered through such actions shall be allocated to the funding Parties Individual Accounts pro rata based on their respective funding contributions to a project.

(v) The Executive Board may from time to time authorize the Administering Agency to administer housing project agreements entered into prior to the effective date of this Amended and Restated Agreement, upon terms consistent with this Agreement and subject to the consent of the Administering Agency and the Parties to such agreements.

13. DUES, ASSESSMENTS AND BUDGET AMENDMENTS. Funding for the activities of ARCH shall be provided solely through the budgetary process. Unless otherwise specified in this Agreement, no separate dues, charges 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. Notwithstanding the foregoing, contributions by a Party to its Individual Account within the Housing Trust Funds Account shall be solely within the discretion of that Party and are not considered "assessments."

14. INDEMNIFICATION AND HOLD HARMLESS.

a. Each Party shall, indemnify and hold other Parties (including without limitation the Party serving as, and acting in its capacity as, ARCH's Administering Agency), their officers, officials, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Party's wrongful acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Party. In the event of recovery due to the aforementioned circumstances, the Party responsible for any such wrongful acts or omissions shall pay any judgment or lien arising therefrom, including any and all costs and reasonable attorneys fees as part thereof. In the event more than one Party is held to be at fault, the obligation to indemnify and to pay costs and attorneys fees, shall be only to the extent of the percentage of fault allocated to each respective Party by a final judgment of the court.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a Party hereto (including without limitation the Party serving as, and acting in its capacity as, ARCH's Administering Agency), its officers, officials, employees, and volunteers, the Party's liability hereunder shall be only to the extent of the Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

c. Each Party (including without limitation the Party serving as, and acting in its capacity as, ARCH's Administering Agency) shall give the other Parties proper notice of any claim or suit coming within the purview of these indemnities.

15. INSURANCE. ARCH's Executive Board, Program Staff and the Administering Agency shall take such steps as are reasonably practicable to minimize the liability of the Parties associated with their participation in this Agreement, including but not limited to the utilization of sound business practice. The Executive Board shall determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of ARCH and the activities of the Parties pursuant to this Agreement (which may include general liability, errors and omissions, fiduciary, crime and fidelity insurance), and shall direct the acquisition of same.

16. AMENDMENTS. Any amendments to this Agreement must be in writing. This Agreement may be amended upon approval of at least two thirds (66%) of the legislative bodies of all Parties to this Agreement, evidenced by the authorized signatures of such approving Parties as of the effective date of the amendment; *provided that* any amendment to this Agreement affecting the terms and conditions of membership on the Executive Board, powers of the Executive Board, voting rights of Executive Board members, Party contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, or the conditions of this Section shall require consent of the legislative authorities of all Parties. This Section shall not be construed to require amendment of this Agreement for the addition of a new Party contemplated under Section 17 or for any related revision to Executive Board membership authorized in Section 4(a).

17. ADDITIONAL PARTIES. Any city or town within the approved ARCH Sphere of Influence 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.

18. 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.

19. CONFLICT RESOLUTION. Whenever any dispute arises between the Parties or between a Party or Parties, the Executive Board, or the Administering Agency (referred to collectively in this Section as the "parties" ) under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting shall include the Chair of the Executive Board, the Program Manager, and the representative(s) of the Parties involved in the dispute. If the parties do not come to an agreement on the dispute, any party may pursue mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute shall share equally the costs of mediation and assume their own costs.

20. SURVIVABILITY. Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 9 (Duration and Termination), Section 10 (Withdrawal), Section 14 (Indemnification and Hold Harmless) shall remain operative and in

full force and effect, regardless of the withdrawal or termination of any Party or the termination of this Agreement.

21. WAIVER. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.

22. SUBSEQUENT BREACH. Waiver of any default shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of all Parties.

23. NOTICE. Any notice to the Executive Board shall be in writing and shall be addressed to the Chair of the Executive Board and to the Program Manager. In the absence of a Program Manager, notice shall be given to the Chief Executive Officer of the Administering Agency. Any notice to an Officer or Party shall be sent, respectively, to the address specified by the chief executive officer of the Party.

24. ASSIGNMENT. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without Executive Board approval.

25. VENUE. The Venue for any action related to this Agreement shall be in Superior Court in and for King County, Washington at Seattle.

26. RETAINED RESPONSIBILITY AND AUTHORITY. Parties retain the responsibility and authority for managing and maintaining their own internal systems and programs related to affordable housing activities.

27. NO THIRD PARTY BENEFICIARIES. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

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

29. FILING AND EFFECTIVE DATE; PRIOR AGREEMENTS. This Agreement shall become effective July 1, 2010, subject to its prior approval by the legislative bodies of all jurisdictions who are members of ARCH as of January 1, 2010, and upon posting of the Agreement on a Party's web site or other electronically retrievable public source. Upon the effective date of this Agreement, the prior interlocal agreements relating to ARCH (the "First Amended

Interlocal Agreement for ARCH A Regional Coalition for Housing," dated January 1993, the "First Amendment to the First Amended Interlocal Agreement for ARCH A Regional Coalition for Housing," dated February 1999, and the "Second Amendment to the First Amended Interlocal Agreement for ARCH A Regional Coalition for Housing," dated November 1999), are amended and restated by this Agreement.

Approved and executed this _____ day of _____,2010.

Name of Party:_____

_____

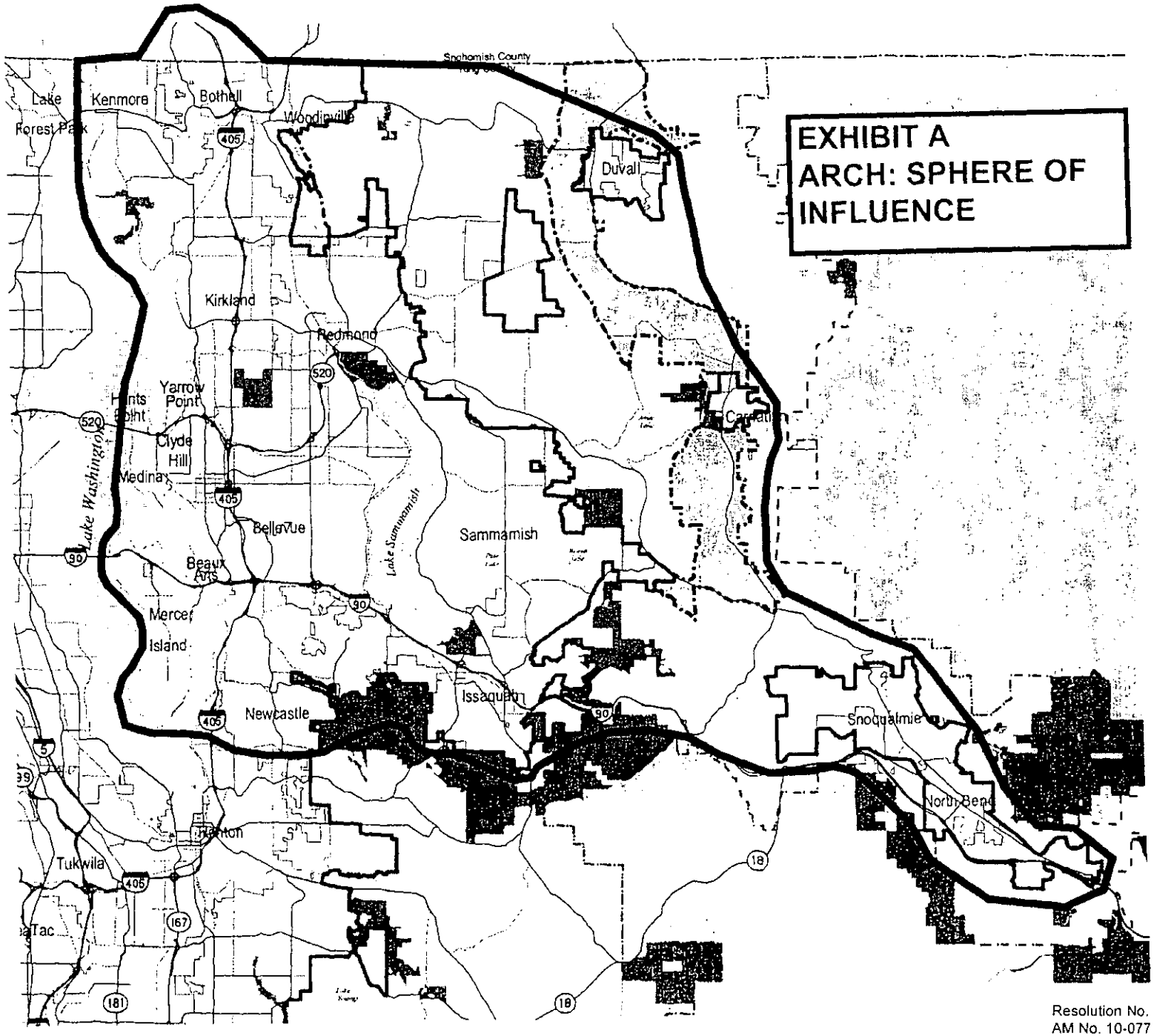
By: _____

Its: _____

Approved as to form

_____

City Attorney




Resolution No. 1327
AM No. 10-077