

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITIES OF BELLEVUE, REDMOND, BOTHELL, KENMORE AND NEWCASTLE
CONCERNING
THE SHARING OF COSTS RELATED TO
MIDDLE HOUSING COMMUNITY-BASED ORGANIZATION ENGAGEMENT**

This MEMORANDUM OF AGREEMENT is entered into by and between the CITY OF BELLEVUE, a Washington municipal corporation (“BELLEVUE”), the CITY OF REDMOND, a Washington municipal corporation (“REDMOND”), the CITY OF BOTHELL, a Washington municipal corporation (“BOTHELL”), the CITY OF KENMORE, a Washington municipal corporation (“KENMORE”) and the CITY OF NEWCASTLE, a Washington municipal corporation (“NEWCASTLE”) (collectively referred to as the “Parties”).

WHEREAS, the Parties are each members of A Regional Coalition for Housing (ARCH) and to its underlying interlocal agreement;

WHEREAS, Section 3 of the interlocal agreement authorizes ARCH to assist its members “in developing strategies and programs to achieve Growth Management Act [(GMA)] housing goals” and “to implement county-wide affordable housing policies that meet the [GMA] objective for an equitable and rational distribution of low- and moderate-income housing”;

WHEREAS, Section 3 of the inter local agreement authorizes ARCH, through its administering agency, to enter into agreements to provide technical assistance to its members on a reimbursable basis;

WHEREAS, Section 11 of the interlocal agreement requires ARCH and its members to adopt an annual operating budget and work plan, which shall contain an itemization of all budgeted expenses and the amount of each member’s contribution;

WHEREAS, Section 13 of the interlocal agreement allows amendments to the annual operating budget and work plan, without approval by all ARCH members, when there is an agreement from one or more members to totally fund any additional task(s) not currently included in the approve budget;

WHEREAS, the 2022 ARCH operating budget and work plan does not presently include tasks related to the contracting with community-based organizations (CBO) to engage vulnerable communities and underrepresented populations as part of individual members’ examination of “Middle Housing” policies;

WHEREAS, the Parties have each received planning grants from the Department of Commerce to support the development of public policies that further the availability of “middle housing” types consistent with the requirements of Section 189 of Engrossed Substitute Senate Bill 5693 (2022);

WHEREAS, such grant awards include funds to subcontract with CBO’s to foster engagement with vulnerable communities and underrepresented populations, which historically have not been a part of public planning processes;

WHEREAS, many CBO’s operating in East King County provide services across multiple jurisdictions;

WHEREAS, the Parties seek to combine their grant funds to hire one or more CBO’s to engage vulnerable communities and underrepresented populations as part of their GMA update processes;

WHEREAS, the Parties have developed a scope of work to facilitate this engagement and are committed to sharing the cost related to the same;

WHEREAS, the Parties wish to memorialize their commitment to share the cost related to a future contract as described herein, add a new work item to the 2022 ARCH work plan, and amend the 2022 ARCH budget to reflect that funding for any future contract as described herein is to be solely the responsibility of the Parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree to the terms and conditions as follows:

1. Purpose: The purpose of this agreement is to memorialize the Parties' commitment to share the cost of a future contract or contracts for **Middle Housing Community-Based Organization Engagement**, which will contract with one or more community-based organizations (CBO) to engage vulnerable communities and underrepresented populations that have traditionally not been part of comprehensive planning processes and include a scope of work (SOW) that is substantially similar to that included in Attachment A; and to facilitate an amendment to the 2022 ARCH operating budget and work plan, with the Parties being solely responsible for all increased costs consistent with the ARCH interlocal agreement.
2. Duration: The duration of this Agreement shall be the same period necessary to complete the identified scope of work and the financing obligations described herein. The estimated end date for all work to be performed under each Party's grant agreement is July 31, 2023.
3. Administration:
 - A. The Parties recognize BELLEVUE serves as the administrative and fiscal agent for ARCH, which authorizes it to execute contracts, agreements, or other legal documents as may be allowed under the ARCH interlocal.
 - B. ARCH and BELLEVUE staff shall be responsible for the procurement and contracting of needed services on behalf of the Parties
 - C. ARCH and Bellevue staff shall be responsible for the day-to-day administration of any funded contracts, including, but not limited to, timely payment of all required invoices submitted by the approved contractor(s).
4. Access to Contractor(s) and Work Product: All Parties shall have all access to, and any work product from, the retained contractor(s). It is the Parties' intent to share any/all work product from the retained contractor(s) with ARCH and its member cities to facilitate planning and policies related to middle housing.
5. Financing:

A. The Parties shall each be responsible for equal 1/5 shares of the total cost, plus all applicable taxes, related to the contemplated “**Middle Housing Community-Based Organization Engagement**” scope of work. This scope of work shall not exceed \$100,000.

B. The Parties respective shares are as follows:

<u>City</u>	<u>Individual Share</u>
Bellevue	\$20,000.00
Bothell	\$20,000.00
Kenmore	\$20,000.00
Newcastle	\$20,000.00
Redmond	\$20,000.00
	\$100,000.00

C. The Parties respective shares are to be applied to cover cost of work performed within their respective jurisdictions

D. BELLEVUE shall invoice each Party its respective 1/5 share of all costs paid under the future contract consistent with the terms of this Agreement.

E. The Parties shall pay any/all invoices promptly, within thirty days of receipt.

6. ARCH Budget and Work Plan: The Parties agree that the 2022 ARCH operating budget and work plan should be amended to add an additional task, i.e. to retain one or more community based organizations to help the Parties engage vulnerable communities and underrepresented populations, which historically have not been a part of public planning processes, as they evaluate “Middle Housing” policies as part of their comprehensive planning processes. The Parties agree to be responsible for all costs associated with this additional task.

7. Modification: This Agreement may be amended as the Parties may mutually agree. No amendment or modification shall be binding unless memorialized in writing and signed by the appropriate authorized individual for each Party.

8. Notices: The Parties shall direct any notices or communications required to facilitate the purpose of this agreement to the following individuals:

<u>Bellevue</u>	<u>Bothell</u>	<u>Kenmore</u>
Name:	Name: Dave Boyd	Name: Lauri Anderson
Title:	Title: Senior Planner	Title: Senior Planner
Address:	Address: 18415 101 st Ave NE	Address:
Telephone:	Telephone: 425-471-4705	Telephone:
Email:	Email: david.boyd@ bothellwa.gov	Email: landerson@kenmorewa.gov

<u>Newcastle</u>	<u>Redmond</u>
Name: Mark Hofman	Name: Ian Lefcourte
Title: Community Development Director	Title: Senior Planner
Address: 12835 Newcastle Way, Suite 200	Address: 15670 NE 85 th Street

Newcastle, WA 98056
Telephone: 425.386.4108
Email: markh@newcastlewa.gov

Telephone: 425-556-2438
Email: ilefcourte@redmond.gov

9. Indemnification: To the fullest extent provided by law, each Party agrees to accept full responsibility for its own acts and those of its respective officers, officials, employees, agents and volunteers, and to defend indemnify, and hold harmless from and reimburse the other for any liabilities, claims, demands, costs and expenses incident to any claim, loss, damage, or injury of any kind, including attorney's fees and court costs incurred, arising from their respective acts and omissions. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes 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.
10. Execution: The Parties affirm they have the lawful authority to execute this Agreement and be bound by the same. The effective date of this Agreement shall be the date on which it is last signed below.

City of Bellevue

Date:

Name:

Title:

City of Bothell

Date:

Name: Kyle Stannert

Title: City Manager

Kenmore

Date:

Name: Rob Karlinsey

Title: City Manager

City of Newcastle

Date:

Name: Scott Pingel

Title: City Manager

City of Redmond

Date:

Name: Angela Birney

Title: Mayor

ATTACHMENT – A
Middle Housing Community-Based Organization Engagement

The Cities of Bellevue, Bothell, Kenmore, Newcastle and Redmond (“Partner Cities”) are undertaking a series of planning processes to consider expanding the types of housing that may be built in neighborhoods that currently allow only single family or low density residential housing types. Additional housing types under consideration could include accessory dwelling units, duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, courtyard apartments, cottage housing and stacked flats. At the same time, each city will be undertaking a racial equity analysis to address displacement of very low, low or moderate-income households, and/or individuals from racial, ethnic and religious communities which have been subject to discriminatory housing policies in the past.

As a part of this process, the Partner Cities have agreed to collaborate through ARCH to contract with one or more community-based organizations to assist with engaging underrepresented populations whose voices and perspectives haven’t historically been a part of public planning processes in East King County. Such populations may include, but are not limited to:

- Renters
- BIPOC individuals, families and communities;
- Immigrant and non-English-speaking communities, including cultural communities from the top-spoken languages in East King County (Spanish, Mandarin, Cantonese, Russian, Vietnamese, Korean, Hindi)
- Low, very low and moderate -income persons, including people who work in East King County but live elsewhere
- Disabled/disability communities
- Religious minority communities
- People experiencing housing instability and homelessness

On behalf of the Partner Cities, ARCH and the City of Bellevue are inviting responses from community-based organizations interested in contracting to provide support for this critical public engagement. Such responses should present a proposal for any of the following services:

1. Serve as a lead Community-Based Organization responsible for assisting with the scoping and designing the engagement process, and coordinating involvement and subcontracts with other CBOs.
2. Provide direct input on proposed city policies or code changes, including identifying displacement or affordability concerns, preferred housing types/locations/designs, or other input. Example discussion questions include:
 - a. Who needs middle housing? Who could be helped by allowing middle housing types in single family areas?
 - b. What housing types are most in need?
 - c. Are the housing prices expected from the types under consideration attainable?
 - d. What design goals should cities have to create housing that meets people’s needs?
 - e. Where should cities allow more housing types? Are there locations where housing should be preserved to avoid displacement?
 - f. What other policies should cities consider to provide for people’s housing needs?

3. Support engagement by underrepresented communities and individuals through various activities, including but not limited to:
 - a. Host multiple small focus groups, community conversations or individual interviews
 - b. Help to review and curate information for community members to respond to, providing feedback on what will make discussions meaningful and accessible for community members
 - c. Implement stipends to compensate time spent by individual community members, as needed
 - d. Produce a summary report(s) that documents engagement results, including developing narrative stories, key themes and any specific recommendations
 - e. Vet the translation of a various materials into other languages
 - f. Assist with developing and publicizing larger events/open house opportunities
4. Provide iterative feedback to ARCH and Partner City staff on the process, helping to lay the groundwork for future planning processes.

Proposals should describe overall interest in performing one or more of the tasks above, primary point person for the contract(s), and hourly rates of key individuals. If expressing interest in serving as a Lead CBO, please describe the extent of the role you would be willing to take on, and any planned arrangements with other CBOs.