CITY OF KIRKLAND
Planning and Building Department
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MEMORANDUM

To: Kurt Triplett, City Manager

From: Dawn Nelson, Planning Supervisor
Arthur Sullivan, ARCH Program Manager

Date: November 19, 2015

Subject: REDI FUND INTERLOCAL AGREEMENT, FILE PLN15-00009

RECOMMENDATION

Staff recommends that the City Council adopt the enclosed resolution, through approval of the consent calendar, authorizing the City Manager to sign on behalf of the City of Kirkland an agreement substantially similar to that attached as Exhibit "A" to the resolution, which is entitled "the Interlocal Agreement Regarding the Establishment and Administration of a Regional Equitable Development Initiative Fund."

BACKGROUND DISCUSSION

What is the REDI Fund?

The REDI Fund emerged from the work of the Growing Transit Communities (GTC) Partnership, a consortium of public, private, and non-profit stakeholders led by the Puget Sound Regional Council (PSRC). The REDI Fund is a revolving loan program funded through a combination of public and private funds that will proportionally fund properties in King, Pierce and Snohomish counties. It will allow strategic early investment in well served transit oriented neighborhoods by providing low interest loans to non-profit and private developers to secure land or existing residential properties to create housing that includes affordable housing. It also encourages incorporating other community facilities into resulting developments.

Earlier in 2015, the City Council approved a conditional allocation of Kirkland general funds set aside for low and moderate income housing for the REDI fund through the ARCH Housing Trust Fund ($500,000 total ARCH funding, including $120,000 from the City of Kirkland).

ARCH's funding combined with several other public funders (King County, Seattle, Washington State) is intended to then leverage funds from foundations and lenders. The three funding tiers are:

- first tier seed money from public sources;
- second tier funds from foundations and mission driven investors;
- third tier funds from banks and community development financial institutions.

$5 million has been committed from public funders for the first tier including $500,000 from ARCH members, $2.5 million from the State of Washington, $1 million from King County, and $1 million from Seattle. The Interlocal Agreement provides for the REDI fund to commence when there is a minimum of $18 million available from all three tiers combined, which is currently available. The program is able to add additional funds with a long term goal of having $25 million available. The revolving loan is expected to be in place for at least ten years. When the revolving fund is stopped, funds would be returned to investors with private investors being paid first, and any remaining funds returned to public funders based on their proportional investment. The basic program follows models used in other parts of the country including the Denver Transit Oriented Development Fund, and the Bay Area Transit Oriented Affordable Housing (TOAH) Fund.

The REDI Fund Interlocal Agreement

The Interlocal Agreement will be entered into by all public funders participating in the REDI Fund. It was drafted with input from ARCH staff and Executive Board, and city attorneys for several ARCH members including Kirkland. The Interlocal authorizes the Executives of participating public funders to oversee ongoing operation of the program. For ARCH members, that role is designated to the ARCH Administering Agency (Bellevue City Manager) upon consultation with the ARCH Executive Board. The Interlocal addresses issues including:

1. Geographic balance of funds that takes into account levels of public investment (Section II.B.4). Based on current public funding commitments, 28% of program funds would be targeted to eligible areas of East King County. This translates to about $5 million or more depending on the level of private funds in the program.
2. Minimum affordability requirements (Sections II.A.1). These are set at a relatively low level to provide maximum flexibility on the types of projects assisted, with language stating that more significant levels of affordability are encouraged and preferred. Affordability is measured both relative to median income as well as existing rents in the project area. There is also a requirement for covenants to ensure long-term affordability.
3. Required minimum levels of relocation assistance, if necessary (Section II.A.4). The intent is to minimize the need for relocation.
4. The REDI fund governance structure, reporting requirements to parties and representation on committees. Each public funder will have a representative on the Advisory Committee and the Oversight Committee (policy setting committee). Public funders will have rotating representation on the credit committee (reviewer of individual applications) including a floating representative so that the public funder most closely geographically associated to a proposed project reviews the project. For example, an ARCH representative would participate in credit committee for any project located in East King County (Section IV.B).
5. Appointment of the ARCH administering agency (Bellevue), after consulting with the ARCH Executive Board, to act in its behalf on executing the Master Credit

Agreement and other related administering documents (Sections V and VI.C). (Note: this is the same authorization made by councils when they made their funding commitment to the program earlier in 2015.)

6. Potential extension of the program upon approval of all the parties. This would require going back to city council of each funding member of ARCH (Section X.B).

The REDI Fund Master Credit Agreement

The Interlocal Agreement authorizes executives of the public funders (ARCH Executive Board, ARCH Administering Agency for ARCH members) to review and enter a Master Credit Agreement so long as it is consistent with the provisions of the Interlocal. The REDI Fund Master Credit Agreement will document the detailed aspects of the program. The Interlocal (Section V) lists items that, at a minimum, must be addressed in the Master Credit Agreement and related documents. They are identified below and are similar to those identified in the conditions for providing funding through the ARCH Housing Trust Fund.

<u>Program and project criteria including:</u>

1. Geographic balance for use of the fund, with goals for sub-regions including East King County.
2. Defined transit oriented neighborhood areas eligible for use of the fund with flexibility over time to account for changes in land use and transit service. Currently identified neighborhoods include areas in all seven of the ARCH member cities who are providing funding.
3. Criteria for eligible borrowers.
4. Overall affordability goals for housing created through fund.
5. Criteria for reviewing applications and establishing loan terms (e.g. amount, interest rate, duration) for individual projects.
6. Guidelines regarding eligible types of development, with the primary objective being the development or preservation of housing that includes affordable housing in stand-alone or mixed use development. Also provisions to help benefit other non-housing uses (e.g. community facilities; small businesses) as a secondary use in mixed use developments to encourage vibrant urban centers.
7. Minimum developer contributions and how REDI funds could be blended with other funding sources.
8. Review/underwriting criteria for evaluating individual sites, including establishing milestones to be able to evaluate appropriate progress on individual sites. Include some level of flexibility in these criteria to be responsive to different market conditions throughout the region.
9. Procedures for disposition or other use of properties that are not able to proceed as proposed.
10. Clear direction/policy regarding relocation.

<u>Governance issues including</u>:

1. Committee structure (Oversight and/or Loan), membership, frequency of meetings and responsibilities.

2. Process for identifying and if needed, replacing an administrative agent and the roles and responsibilities of the administrative agent.
3. Procedures/process the fund will use to review individual applications and develop funding recommendation.
4. The amounts and terms of funds from each investor, including how losses are allocated (note: the intent is to spread any losses for any individual property among several public funders to the extent allowed by specific public fund sources).
5. Process for regular review and evaluation of REDI Fund activity and revisions to fund priorities and structure.
6. Provisions for administering fund resources and obligations upon expiration of the Agreement, if the Agreement is not renewed.

RESOLUTION R-5173

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT REGARDING THE ESTABLISHMENT AND ADMINISTRATION OF A REGIONAL EQUITABLE DEVELOPMENT INITIATIVE FUND AND AUTHORIZING THE CITY MANAGER TO SIGN.

WHEREAS, A Regional Coalition for Housing (ARCH) was created in 1992 by an interlocal agreement to help coordinate the efforts of Eastside cities to provide affordable housing; and

WHEREAS, ARCH is comprised of 15 Eastside cities and King County; and

WHEREAS, the ARCH cities of Bellevue, Issaquah, Kenmore, Kirkland, Mercer Island, Redmond, Woodinville desire to enter into an interlocal agreement for the establishment and administration of a Regional Equitable Development Initiative Fund (REDI Fund) with the jurisdictions of King County, the City of Seattle, Pierce County, and Snohomish County; and

WHEREAS, the REDI Fund is a financing tool designed to promote equitable development within transit communities; and

WHEREAS, Kirkland, as a community with transit, is eligible to be included in and benefit from the REDI Fund; and

WHEREAS, the REDI Fund will support strategic acquisition of land and buildings within walking distance of high quality transit for development and preservation of affordable housing.

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is authorized and directed to sign on behalf of the City of Kirkland an agreement substantially similar to that attached as Exhibit "A," which is entitled "the Interlocal Agreement Regarding the Establishment and Administration of a Regional Equitable Development Initiative Fund."

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2015.

Signed in authentication thereof this ____ day of _____, 2015.

_____
MAYOR

Attest:

_____
City Clerk

INTERLOCAL AGREEMENT REGARDING THE ESTABLISHMENT AND ADMINSTRATION OF A REGIONAL EQUITABLE DEVELOPMENT INITIATIVE FUND

This Interlocal Agreement regarding the Establishment and Administration of a Regional Equitable Development Initiative Fund ("Agreement") is entered into by and among the jurisdictions of King County, The City of Seattle, Pierce County, Snohomish County and the cities of Bellevue, Issaquah, Kenmore, Kirkland, Mercer Island, Redmond, and Woodinville, who for purposes of this Agreement are jointly referred to as A Regional Coalition for Housing (ARCH) [collectively "the Parties"]. This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, in order to create and operate a Regional Equitable Development Initiative Fund (REDI Fund) for the Puget Sound Region, encompassing King, Pierce and Snohomish Counties.

RECITALS

WHEREAS, the Parties desire to further the following goals:

- Expand and preserve affordable housing choices for low and moderate-income households in proximity to frequent and/or high-capacity transit services that connect riders with job, economic, educational , cultural, health and other opportunities;
- Advance transit ridership through support of nearby population densities, including household types that use transit most heavily, including Low- and Moderate-Income households;
- Support equitable transit-oriented residential and mixed-use development projects throughout the region that address disparities in access to healthy sustainable communities and provide opportunities for lower income people, small local businesses and community facilities to thrive;
- Overcome barriers to site acquisition for developers of affordable housing in proximity to frequent and high-capacity transit services with high and/or increasing real estate demand;
- Enable the acquisition of residential properties for long-term affordability in locations with current or anticipated risk of displacement and loss of affordable units;
- Finance projects that achieve transit-supportive densities, use community building and sustainable design principles, provide a mix of uses and minimize negative impacts on existing residents or businesses; and

WHEREAS, the Parties desire to act cooperatively in order to efficiently and expeditiously establish and administer a Regional Equitable Development Initiative (REDI)

Fund, which will be jointly administered by an administrative agent, as set forth in this Agreement; and

WHEREAS, the Parties have combined responsibility and authority for local and regional planning and funding for the provision of housing affordable to people that work and/or live in the counties of King, Pierce and Snohomish; and

WHEREAS, the Parties desire to cooperatively establish clear requirements of the REDI Fund and clear expectations regarding their participation in and oversight of the REDI Fund.

NOW, THEREFORE, in consideration of the foregoing circumstances, and the mutual promises and undertakings contained herein, the Parties agree as follows:

I. PURPOSE AND DESCRIPTION

The Parties join in this Agreement in order to: declare their joint support for equitable development that primarily creates and preserves affordable housing in locations near transit stations and stops that provide frequent and/or high capacity transit services within the Sound Transit service area in King, Pierce and Snohomish Counties; contribute public funds from or on behalf of the respective jurisdictions into a public/private REDI Loan Fund that will enable land to be purchased for such equitable development; and effectively utilize and share funds granted from Washington State to the region for such a loan fund.

II. REDI FUND REQUIREMENTS, AGREEMENTS, ELIGIBLE PROPERTIES AND FUND STRUCTURE

A. REDI Fund Requirements. The REDI Fund is designed primarily for property acquisition to create and preserve housing that will include affordable housing units in areas near frequent and/or high capacity transit services. The Parties agree to the following minimum requirements:

1) Minimum affordability for all projects. A minimum of 10% of the units in a project seeking a REDI Fund loan must have monthly rent or multi-family for-sale prices set at least 20% below the level of the average rent or multi-family for-sale prices for the Area Market in which the acquired property is located, for a minimum period of 50 years. The rents or multi-family for-sale prices of the affordable housing units may not exceed rents or prices affordable to households at or below 80% of area median income (AMI)[1]. Greater affordability will be encouraged for projects seeking publicly subsidized Permanent Financing, consistent with the requirements of such funding. The intent of the Parties is to

[1] Current area median income as determined by HUD on an annual basis.

encourage and approve loans for projects that exceed the minimum affordability of this Sub-section, to the extent feasible.

2) Requirements for projects that will preserve existing housing. Applicants proposing to acquire existing housing must clearly demonstrate how they will create or preserve affordability relative to housing in the Area Market of the same age and quality. Enforcement of the REDI affordability requirements for preservation projects may be deferred until after Permanent Financing is acquired per the Affordable Housing Regulatory Agreement.
3) All projects must demonstrate best efforts to minimize displacement of residential and/or commercial tenants during and after the term of the REDI Fund loan. Efforts may include agreements not to increase rents of existing tenants during the term of the REDI Fund loan beyond a reasonable annual inflationary amount based on the consumer price index or agreements to offer income-eligible residential and/or commercial tenants a right to return to a newly renovated property. Such agreements may be expressed as loan conditions in a REDI Fund loan agreement.
4) For a project that will cause displacement of residential or commercial tenants, relocation assistance may be required. The relocation assistance amount per tenant household will be established by the local relocation policy of the city where the project is located; or the county where the project is located if the city does not have a local relocation policy; or the nearest county of the Parties if the county where the project is located does not have a local relocation policy.
5) An Affordable Housing Regulatory Agreement (as defined in Section VI) that runs with the land will be recorded in first lien position for each property obtained through the REDI Fund. The Affordable Housing Regulatory Agreement will be granted in favor of the local jurisdiction and/or county in which the property is located. Upon repayment of the REDI Fund loan, the REDI Fund and local jurisdiction or county may re-convey their interest in the Affordable Housing Regulatory Agreement in order to replace it with a new Affordable Housing Regulatory Agreement, so long as it operates as a covenant that runs with the land and contains the minimum the level of affordability required by this section. For projects that preserve existing housing and propose to reduce some or all of the unit rents, the Affordable Housing Regulatory Agreement will define eviction for cause and will specify that current tenants will not be evicted other than for cause during the term of the REDI Fund loan, and that the start date for reduced rent levels will begin after the receipt of Permanent Financing and/or funding to support the ongoing operations of the project.

B. Other REDI Fund Agreements.

1) Coordination. The Parties agree to release their individual fund contributions to the REDI Fund into public top loss fund account(s) to be administered and coordinated by the "Administrative Agent" (as set forth in Section IV). All Parties agree to proactively coordinate their respective public funding processes with the REDI Fund project pipeline.
2) Application Process and Eligible Applicants. REDI Fund loans will be awarded through an application process that is open and available on a rolling basis. Eligible applicants include non-profit and for-profit housing developers, public development authorities, housing authorities and non-profit land banking agencies. Properties acquired with REDI funds may include properties that are one hundred percent affordable, mixed-income properties and mixed-use properties with affordability components.
3) Geographic Distribution. The Parties agree to work together and with the Administrative Agent and other REDI Fund investors to achieve the specific percentages of the REDI Fund to be spent in sub-regions of King County, Seattle and the ARCH sub-region, and in Pierce and Snohomish Counties, consistent with applicable law, over the ten-year duration of the REDI Fund, as set forth in Appendix A, Table of Percentages for Distribution of REDI.
4) Other Goals and Priorities. While the primary purpose of REDI is for the creation and preservation of housing projects with affordable housing located near frequent and/or high capacity transit services, the Parties will work together to further the goals set forth at page one of this Agreement, and will work with partners to encourage and approve projects that are committed to equitable development, healthy, resilient communities near frequent and/or high capacity transit services, and community benefits in the allowable non-housing portion of projects, including facilities that meet community needs and community desired spaces for small business development and business incubation, such as business innovations districts.

C. Eligible Properties and Uses. Lending from the REDI Fund shall be for the following :

1) Acquisition of vacant, improved or unimproved land for new development. Primary use must be for housing at transit supportive densities, with at least the minimum amount of affordable housing on site as defined in this Agreement. A project that will acquire improved and occupied property for demolition or substantial rehabilitation and may result in tenant displacement will be required to demonstrate net equitable public benefit.

2) Acquisition of existing multi-family housing with the goal of minimizing displacement of residents of such housing in transit oriented locations, rehabilitating such housing, as needed, and preserving it as affordable. This category of eligibility may be exempted from the transit supportive densities requirement and will be reviewed on a case by case basis.
3) Pre-development funds to support the development of properties acquired with a REDI Fund loan. Pre-development fund requests will be reviewed on a case by case basis and will be reserved for circumstances where other sources of pre-development funds are not available or are not feasible for a project.

REDI Fund Structure. The REDI Fund shall be established as a "Syndicated Loan" structure, a loan fund offered by a group of lenders (a syndicate) who work together to provide blended funds for a single borrower, with an Administrative Agent appointed as the lead.

The REDI Fund has three tiers of capital. The first tier is comprised of the public "top loss" funds. The second tier is comprised of second loss and subordinate investors, including Program Related Investments (PRI) and flexible debt from mission-driven investors. The third tier is comprised of senior debt investors. The tiers will be administered as a cohesive fund by the Administrative Agent, who will package the fund sources into individual REDI Fund loans.

The first tier funds are contributed to the fund without interest. The second and third tier funds are contributed at a variety of interest rates. For each loan, the Administrative Agent will blend funds from each of the tiers into one blended rate loan. The Master Credit Agreement (as set forth in Section V) will detail the blending of the capital of individual funders and investors from the three tiers for each loan.

The Master Credit Agreement will detail how public funds will be allocated to individual projects. To the extent practical, while accounting for any requirement of specific fund sources, projects will receive funds from multiple public fund sources. The Administrative Agent will track, retain and share records with the funders regarding the amount of each fund source contributed to each REDI loan so that the parties have a record of the percentage of their funds in each loan.

III. PUBLIC FUNDER CONTRIBUTIONS AND FUND RELEASE REQUIREMENTS

A. Public Funder Contributions

1) King County. Subject to the provisions of Subsection III.B., King County will contribute $1 million to the REDI Fund. King County's requirement for the use of this investment mirrors the minimum affordable housing unit requirements, as described in Section II.A., for each REDI loan. In addition, within 7 years of capitalization of the fund, some combination of projects that will create and/or preserve a minimum of 5 units affordable to 50% AMI and below, and a minimum of 15 units affordable to 30% AMI and below, must have received a REDI Fund loan within King County.

   In addition, through an agreement with the Puget Sound Regional Council (PSRC), King County will contribute a pass-through grant from the State of Washington in the amount of $2.5 million. The State is granting the funds for a revolving loan fund to support affordable housing opportunities near transit stations and stops that provide frequent and/or high capacity transit services and are located within the Sound Transit service area. The $2.5 million is contributed to the first tier (public top loss tier) on behalf of three participating counties, King, Pierce and Snohomish.

2) The City of Seattle. Subject to the provisions of Subsection III.B., The City of Seattle will contribute $1 million to the REDI Fund. Within five years of capitalization of the fund, a minimum of 10 units affordable to households earning up to 80% AMI for a period of fifty years must have received a REDI Fund loan within Seattle city limits. The City of Seattle reserves the right to withdraw its investment at the end of five years if this minimum requirement has not been met.

3) A Regional Coalition for Housing (ARCH). Subject to the provisions of Subsection III.B., those cities collectively referred to as ARCH will contribute $500,000 to the REDI Fund in the following amount for each individual city:

Bellevue:	$250,000
Issaquah	$ 36,500
Kenmore	$ 25,000
Kirkland	$120,000
Mercer Island	$ 11,500
Redmond	$ 50,000
Woodinville	$ 7,000

   ARCH's requirement for the use of these investments mirrors the minimum affordable housing unit requirements for each REDI loan, described in Section II.

B. Release of Public Funds to REDI Fund Account(s). The funds of the Parties will be released to the REDI account(s) established by the Administrative Agent only after each of the following has occurred: (1) execution of this Interlocal Agreement; (2) execution of the Master Credit Agreement by the Executives of the Parties and by all initial investors in the REDI Fund; (3) constitution of an Oversight Committee and confirmation by the REDI Fund Staff Work Group that all documents necessary to administer the REDI Fund have been approved by that Committee; and (4) at least $18 million has been committed to the REDI Fund through a combination of all investment tiers.

IV. ADMINISTRATION AND OVERSIGHT OF THE REDI FUND

A. Administrative Agent. Day-to-day REDI Fund activities and operations will be administered by an Administrative Agent chosen by the Executives of the Parties.

1) The role and duties of the Administrative Agent and the process for selecting and replacing the Administrative Agent, if necessary, will be specified in the Master Credit Agreement.
2) The Administrative Agent will maintain all REDI Fund financial records and submit all reports required by the REDI Oversight Committee in a form that is acceptable to that Committee.
3) The Administrative Agent will staff the REDI committees and provide regular reports for such committees and for fund investors, as specified in the Master Credit Agreement. Annual reports, including a report in an acceptable format for the State of Washington, will be available to the REDI Fund public funders, committees and the Executives of the Parties, to deliver to the State and their stakeholders.
4) The Administrative Agent will have the lead role in obtaining second and third tier mission investors and senior debt investors to the fund, maintaining investor relations and exploring options to expand and/or replace capital as needed.
5) Compensation of the Administrative Agent through the REDI Fund shall be detailed in the Master Credit Agreement.

B. Governance and Oversight.

1) Advisory Committee. The REDI Fund will receive advice and feedback through an Advisory Committee, whose members will include major regional affordable housing and transportation stakeholders, representatives from all investor entities and the REDI Fund Administrative Agent. While all investors may participate, this is not mandatory. The Advisory Committee will provide high-level advice, feedback and recommendations to the Oversight Committee and the

Administrative Agent. The Advisory Committee shall meet at least once per year. The total number of members and composition of this committee shall be specified in the Master Credit Agreement. The Parties agree to communicate and coordinate so that at least one public funder representative attends each of these committee meetings.

2) Oversight Committee. The REDI Fund will be governed by an Oversight Committee. The Oversight Committee will always be chaired by a first tier public top loss investor, and the Parties agree to rotate this role as the Chair. Details of the rotation process will be specified in the Master Credit Agreement.

   The Oversight Committee members will include the following: one permanent seat for each direct public funder of the first tier (top loss); one permanent seat for the Administrative Agent; one rotating seat for jurisdictions that share in the REDI Fund indirectly through funds granted from the State of Washington; one or two rotating seats for Tier 2 lenders, depending on the number of such lenders; and, one or two rotating seats for senior Tier 3 lenders, depending on the number of such lenders. The total number of committee members, selection process and seat rotation process will be specified in the Master Credit Agreement.

   The Oversight Committee will oversee the details of the direction and business of the REDI Fund to ensure that the fund is meeting its stated purpose, mission and goals, including oversight of a REDI Fund evaluation process that will recognize and account for the goals and priorities of the respective Parties. Such oversight includes reviewing the cumulative activities of the REDI Fund, and, on an as needed basis, amending REDI Fund policies and procedures. The Oversight Committee may discuss potential revisions to REDI Fund underwriting criteria and policies/procedures contained in the Master Credit Agreement, and if such revision(s) are deemed necessary, initiate a process for all investors to sign a revised Master Credit Agreement. The Oversight Committee will meet at least twice per year, and may meet more frequently if determined necessary.

3) Credit Committee. A Credit Committee will be convened periodically, and as needed, by the Administrative Agent to review loan applications, and to take action to approve such applications based on criteria established by the Oversight Committee. As needed, the Credit Committee may also evaluate requests for amendments or loan extensions. The membership of the Credit Committee will include: a) one regularly rotating seat for first tier funders; b) one seat for the Most Local Public Funder of the application (s) being reviewed by the committee; c) one regularly rotating seat for second tier investors; d) one regularly rotating

seat for third tier investors; and, e) a seat for the Administrative Agent. The details of the credit committee processes, including seat rotation, will be specified in the Master Credit Agreement.

The Parties agree to communicate with each other regarding project applications within a jurisdiction that does not currently have a representative sitting on the credit committee in order to protect each other's interests. The Parties agree to support the minimum requirements of fellow public funders contained in Section III when projects are otherwise equally qualified. All written correspondence and minutes from Credit Committee meetings will be provided promptly to all members of the Oversight Committee.

V. REDI FUND MASTER CREDIT AGREEMENT.

All investors in the REDI Fund will sign and enter into a Master Credit Agreement that is consistent with this Interlocal Agreement and establishes the following, at a minimum:

A. The roles, responsibilities, duties and processes, as applicable of investors, committees, and the Administrative Agent;
B. Procedures for the Oversight Committee to initiate a process to replace the Administrative Agent, if determined necessary;
C. Amounts and terms of capital contributions by the investors and capital flow through the life of the fund, i.e. the manner in which the capital from the individual lenders will be layered into individual loans and the operating approach of the fund;
D. Eligible borrowers, eligible project location areas, and other relevant qualification criteria for project selection;
E. Details of REDI Fund policies and procedures, including the REDI Fund application, relocation and displacement;
F. Percentages for the sub-regional distribution of loans per Appendix A;
G. Terms and conditions to ensure that the Parties' public funds are used for their intended purpose;
H. Provisions for mitigating losses to the first tier public funds;
I. Provisions for administering fund resources and obligations upon expiration of the Agreement, if the Agreement is not renewed.
J. Provisions requiring the Administrative Agent to track, retain and share records with the funders regarding the amount of each fund source contributed to each REDI loan so that the parties have a record of the percentage of their funds in each loan.

The elements, policies and conditions of the Master Credit Agreement shall be guided by the principles and requirements of this Agreement and signed by the Executives of the Parties.

VI. DEFINITIONS

A. Affordable Housing Regulatory Agreement. Affordable Housing Regulatory Agreement means a recorded agreement that runs with the land regulating the minimum number of affordable housing units required by the REDI Fund for an acquired property. An Affordable Housing Regulatory Agreement is recorded at the time a REDI Fund loan is closed and runs with the land for a period of fifty years, unless released and replaced per the provisions of Section II.A.

B. Area Market. Area Markets for the purpose of determining average rents and average multi-family for-sale prices for the area in which an applicant's project is located shall be determined by local rental research information and for-sale listing service publications, and shall be detailed in the Master Credit Agreement.

C. Executive. Executive means the appropriate designated authority of each of the Parties (e.g. County Executive, Mayor). The Parties collectively referred to as ARCH appoint the designated authority of the Administering Agency of ARCH, as designated and defined in the Amended and Restated Interlocal Agreement for ARCH to act as their Executive. The Executive for the ARCH Parties will consult with the ARCH Executive Board prior to acting on behalf of the ARCH Parties.

D. Low-Income Household. A Low Income Household is a household whose income is at or below 50% of area median income (AMI), as determined and published by HUD on an annual basis, for the area in which a REDI project is located.

E. Moderate-Income Household. A Moderate Income Household is a household whose income is at or below 80% AMI, and more than 50% AMI, as determined and published by HUD on an annual basis, for the area in which a REDI project is located.

F. Most Local Public Funder. The Most Local Public Funder is the first tier public funder with the smallest jurisdictional boundary in which a project application is located; e.g. for a project in Seattle, Seattle is the Most Local Public Funder, for a project in Bellevue, ARCH is the Most Local Public Funder, and for a project in SeaTac or Shoreline, King County is the Most Local Public Funder.

G. Permanent Financing. Permanent Financing means long-term debt or equity financing that supports the development or acquisition/rehabilitation of a housing asset.

H. REDI Fund Staff Work Group. The REDI Fund Work Group consists of the lead staff of the three direct public investors, King County, Seattle and ARCH; the Administrative Agent; staff from the Puget Sound Regional Council; and staff representatives from Pierce County and Snohomish County.

VIII. CONTACT PERSONS

For purposes of this Agreement, the following persons shall serve as contact persons for their respective jurisdictions:

King County:

Snohomish County:

Pierce County:

The City of Seattle:

ARCH:

IX. EFFECTIVE DATE OF AGREEMENT

This Agreement shall be effective on _____, 2015.

X. DURATION OF AGREEMENT

A. Duration. Unless otherwise renewed as provided herein, this Agreement shall remain in effect until _____.

B. Renewal. The Executives of the Parties agree to have discussions with the other REDI Fund investors no later than December 31, 2022 to determine if the Parties wish to renew this Agreement and continue the Fund beyond the initial ten-year period. The Agreement may be renewed for an additional ten year term, or for such other lesser period as the parties may agree.

C. Termination. The Oversight Committee shall review and discuss whether the Master Credit Agreement should include provisions that would allow for the termination of the REDI Fund before the ten year period of this Agreement if there is no activity in the fund for a prescribed period of time.

XI. ADDITIONAL PARTIES, REVISIONS

A. Additional jurisdictions may become a Party to this Agreement upon investment of the jurisdiction's public funds into the first tier of the REDI Fund, and approval and signature of this Agreement.

B. Revisions to the Appendix A, Table of Percentages for Distribution of REDI, may be made in order to reflect the addition of Parties to this Agreement, failure of a Party to sign this Agreement or additional public fund contributions made. Such revisions shall be approved by the Executives of the Parties. Revisions to Appendix A shall be

considered to be approved in writing when the revised Appendix A is signed by all the Executives of the Parties.

XII. GENERAL MATTERS AND RECORDING

A. Entire Agreement. This Agreement is the complete expression of the terms hereof, and any representations or understandings, whether written or oral, not incorporated herein are excluded.

B. No Assignment. No party shall have the right to transfer or assign its rights or obligations under this Agreement without the prior written consent of all other parties.

C. No Separate Legal Entity. No separate legal entity is created by this Agreement.

D. Venue. Any action filed under or related to this Agreement must be brought in King County Superior Court.

E. Recording. This Agreement shall be filed with King County Records or otherwise made public in accordance with the Interlocal Cooperation Act.

F. Dispute Resolution. If any dispute arises among the Parties which is not resolved by routine meetings or communications, the disputing parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. If the parties do not come to an agreement on the dispute, the parties may agree to pursue mediation through a process to be mutually agreed upon, with the parties to the dispute sharing equally the costs of mediation and assuming their own costs.

G. No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

H. Retained Responsibility and Authority. Except as expressly provided for herein, the Parties retain the responsibility and authority for managing and maintaining their own respective systems and programs related to affordable housing activities.

The invalidity of any clause, sentence, paragraph, section, or portion thereof shall not affect the validity of the remaining provisions of the Agreement. In the event the provision invalidated is necessary for any Party to continue to receive the benefit it was receiving under the Agreement before the invalidation, the Parties agree to consider amending the Agreement to provide a substitute provision that enables the affected Party or Parties to continue to receive that benefit. If such an amendment cannot be agreed upon, the Agreement will be deemed terminated as of any date required by the invalidation.

XIII. COUNTERPARTS

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

Approved and executed this ____ day of _____, 20XX

Jurisdiction:_____

Signature: _____

By:_____
Printed Name

Title:_____

Approved as to form:

_____
City/County Attorney

APPENDIX A

TABLE OF PERCENTAGES FOR GEOGRAPHIC DISTRIBUTION OF REDI FUNDS

Source	Top Loss Share	Seattle	East King	Balance King	Snohomish	Pierce
State (1)	$ 2,500,000	$ 529,963	$ 412,194	$ 529,963	$ 435,789	$ 592,091
King Co	$ 1,000,000	$ 360,000	$ 280,000	$ 360,000		
Seattle	$ 1,000,000	$ 1,000,000				
ARCH	$ 500,000		$ 500,000			
Total Public Top Loss	$ 5,000,000	$ 1,889,963	$ 1,192,194	$ 889,963	$ 435,789	$ 592,091
TOTAL Funds (2)	**$ 18,000,000**	**$ 6,840,000**	**$ 4,320,000**	**$ 3,240,000**	**$ 1,620,000**	**$ 2,160,000**
% Split		**38%**	**24%**	**18%**	**9%**	**12%**
ASSUMPTIONS FOR GEOGRAPHIC PERCENTAGE DISTRIBUTION CALCULATION						
Regional (County) Split						
	Population (3)			56%	20%	24%
	Transit Nodes (4)			62%	14%	24%
	Combined Average			**59%**	**17%**	**24%**
King Split (5)		36%	32% (6)	32%		
	North adjustment (7)	**36%**	**28%**	**36%**		

(1) State funds assigned to each area based on combined population-transit node share and, within King Co share of RHAP allocation. See following footnotes for more detail
(2) Total funds available: Public funds plus foundation and private lenders.
(3) Based on proportion of 2010 Census population in each county.
(4) Estimated proportional share of total acreage within eligible TOD areas.
(5) Based on King County Regional Affordable Housing Program (RAHP) geographic allocation formula agreement between King County jurisdictions
(6) For RAHP program North and East King County are included in one geographic area.
(7) North King Co share moved from East King Co to Balance King Co.