

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into between the **CITY OF KIRKLAND**, a municipal corporation and political subdivision of the State of Washington, hereinafter referred to as the "City" and **THE CITY OF SEATTLE**, a Washington municipal corporation, hereinafter referred to as "Seattle," each being a unit of general local government of the State of Washington.

RECITALS

WHEREAS, Seattle chartered Capitol Hill Housing Improvement Program, now known as Community Roots Housing ("CRH"), in 1976 with the purpose of assisting homeowners, property owners, residential tenants, and residents of the Capitol Hill community and such other areas as approved by the Board of Directors in preserving, improving, and restoring the quality of their homes, property, and neighborhoods, and to provide additional housing, cultural, social, and economic opportunities and facilities; and

WHEREAS, CRH has a long history of successfully fulfilling its purpose both inside and outside its Capitol Hill boundaries; and

WHEREAS, an important component of CRH's mission is to facilitate and provide safe and affordable housing and community development for the benefit of low-income and moderate-income individuals and families; and

WHEREAS, CRH has identified a specific mission-driven need in the city of Kirkland and anticipates identifying a project or projects meeting such need in the near future; and

WHEREAS, CRH is a public corporation established under Seattle Municipal Code (SMC) Chapter 3.110; and

WHEREAS, SMC, Section 3.110.170, states in part: "If authorized by its charter to do so, a public corporation may undertake projects and activities or perform acts outside the limits of the City [of Seattle] only in those areas of another jurisdiction whose governing body by agreement with the City [of Seattle] consents thereto," and the CRH Charter so authorizes; and

WHEREAS, both the City and Seattle desire to facilitate CRH's undertaking of projects and activities consistent with its chartered purpose and to provide needed

affordable housing; and

WHEREAS, by Seattle Ordinance 125424, the City Council of Seattle authorized the Director of Intergovernmental Relations to enter into this agreement with the City to enable CRH to perform the activities described herein;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES, THE PARTIES AGREE AS FOLLOWS:

1. Consents

- A. The City and Seattle each consent to CRH, a public corporation chartered by Seattle, developing affordable housing and community development projects located outside the Seattle limits in the city of Kirkland, which may include, without limitation, participating in the financing, ownership, and operation of such projects. The consent provided in this Agreement is intended to satisfy the conditions of SMC 3.110.170 and the Charter of CRH for actions outside Seattle, and does not constitute approval of any components of such projects that may be required by the City or any , state or federal law or regulation.
- B. The City may, by written notice signed by the City Manager, withdraw the consent described in Section 1.A above. Withdrawal of consent shall only apply prospectively. Withdrawal of consent shall not apply to CRH's projects existing or underway as of the date of such notice. Withdrawal of consent pursuant to this Section 1.B shall not terminate this Agreement.

2. Powers and Authority

Pursuant to RCW Section 35.21.740, the City and Seattle agree that with respect to all activities of CRH related to such projects and all related property interests now or hereafter held by CRH, the powers, authorities, and rights of Seattle to establish, to confer power and authority upon, and to exercise authority over, a public corporation or authority, as expressly or impliedly granted pursuant to RCW Sections 35.21.730 through 35.21.755, shall be operable, applicable, and effective in the city of Kirkland, so that CRH shall have the same powers, authority, and rights with respect to such activities as CRH has within the corporate limits of Seattle, and shall be subject to the same Seattle ordinances and authority of Seattle.

3. Duration

This Agreement and the consents herein shall take effect when both parties have signed this Agreement and shall remain in effect so long as the corporate existence of

CRH continues, unless this Agreement has been otherwise modified or terminated by written agreement of the City and Seattle.

- 4. Miscellaneous
 - a. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. Nothing in this Agreement shall impose any obligation, liability or responsibility on the City or Seattle for any liability, action, or omission of CRH.
 - b. CRH shall provide an annual report to the City, by December 1 of each year, detailing the activities of CRH in the City of Kirkland, including but not limited to: existing buildings and/or properties acquired; number of units converted or built; projects in the development pipeline; and targeted and achieved income levels for units built or acquired.

CITY OF KIRKLAND

CITY OF SEATTLE

Tracey Dunlap
Tracey Dunlap (Sep 1, 2021 08:27 PDT)

~~Adriana~~
Lily Wilson-Codega (Aug 27, 2021 12:58 PDT)

By: Signature

By: Signature

Tracey Dunlap
Printed Name

Lily Wilson-Codega
Printed Name

Deputy City Manager
Title

Director, Office of Intergovernmental Relations
Title

Sep 1, 2021
Date

Aug 27, 2021
Date

APPROVED AS TO FORM:

CITY OF KIRKLAND ATTORNEY

Kevin Raymond
Kevin Raymond (Aug 24, 2021 15:34 PDT)

By: Signature

Kevin Raymond
Printed Name

Aug 24, 2021
Date











Interlocal Agreement City of Seattle - Community Roots Housing (CON/21/340)


Final Audit Report


2021-09-01


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