

INTERLOCAL COOPERATION AGREEMENT FOR SNOQUALMIE VALLEY HOUSING NEEDS ASSESSMENT

THIS INTERLOCAL AGREEMENT FOR SNOQUALMIE VALLEY NEEDS ASSESSMENT (“Agreement”), dated March 25, 2022 (“Effective Date”) for reference only, is entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, by and between the City of North Bend (“North Bend”), the City of Snoqualmie (“Snoqualmie”), the City of Carnation (“Carnation”) and the City of Duvall (“Duvall”), each a municipal corporation organized under the laws of the State of Washington, for the purpose of jointly funding a collective Housing Needs Assessment in furtherance of each participant City’s local Housing Action Plan.

Recitals

A. North Bend, Snoqualmie, Carnation and Duvall (each a “City” and collectively “Cities”) are “public agencies” as defined by Chapter 39.34 RCW, and are authorized by that statute to cooperate on a basis of mutual advantage in order to provide for services and facilities.

B. Each City is a fully planning municipality under Chapter 36.70A RCW, the Washington Growth Management Act (GMA), and is subject to the mandatory requirements of that statute.

C. In 2019 and 2020, the Washington Legislature passed, and the Governor signed, Engrossed Second Substitute House Bill (E2SHB) 1923 and Substitute House Bill (SHB) 2343, respectively, now collectively codified at RCW 36.70A.600, which encourages various local regulatory changes to increase residential density and affordable housing opportunities and provides grant funding therefor.

D. Each City has been awarded grant funds by the Washington Department of Commerce to facilitate each City’s promulgation and adoption of a local Housing Action Plan pursuant to RCW 36.70A.600(2).

E. As a preliminary step toward developing a local Housing Action Plan, each City is required under Commerce’s proposed or executed Grant Agreement to conduct a Regional Housing Needs Assessment that analyzes and evaluates local population and employment trends; quantifies existing and projected housing needs; gathers and analyzes data on existing housing stock; reviews local housing policies; and performs other, related tasks.

F. The Cities mutually desire to establish a contractual arrangement under which they will pool a portion of their respective grant funding allocations under the Commerce Grant Agreement to jointly finance a single, comprehensive Regional Housing Needs Assessment (“Snoqualmie Valley Housing Needs Assessment”) on behalf of and encompassing all of the Cities.

G. In partnership with and on behalf of the other Cities as set forth in this Agreement, North Bend has agreed to select and contract with a consultant to conduct the regional, Snoqualmie Valley Housing Needs Assessment.

H. Commerce has designated a portion of the grant funds awarded to each City to be managed by North Bend for the Regional Housing Needs Assessment.

I. The Cities desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs and liabilities regarding this undertaking.

NOW, THEREFORE, in consideration of the mutual benefits set forth herein, and other good and sufficient consideration the receipt and sufficiency of which are mutually acknowledged, the Cities hereby agree and covenant as follows:

Terms

Section 1. Authority and Purpose. This Agreement is executed pursuant to Chapter 39.34 RCW as a cooperative endeavor of the Cities. The purpose of this Agreement is to establish a contractual relationship under which the Cities will use a portion of their respective funding allocations from the Commerce Grant Agreement to jointly finance the Snoqualmie Valley Housing Needs Assessment, which will be conducted by a consultant selected and retained by North Bend, and to set forth the Cities' respective rights, obligations, costs and liabilities regarding this undertaking. This Agreement shall be reasonably construed in furtherance of such purpose.

Section 2. Snoqualmie Valley Housing Needs Assessment—Responsibilities and Timeframes. The Snoqualmie Valley Housing Needs Assessment shall be prepared and issued in accordance with the following standards and procedures:

2.1 Request for Proposals—Scope of Work and Project Schedule. North Bend shall prepare a draft Request for Proposals (RFP) setting forth the Scope of Work and Project Schedule for the Snoqualmie Valley Housing Needs Assessment. The Scope of Work and Project Schedule shall reflect and require compliance with the relevant provisions of RCW 36.70A.600(2) and the Commerce Grant Agreement, specifically including without limitation the Commerce Grant Agreement provisions identified in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full. North Bend shall circulate a preliminary draft of the RFP to the other Cities for comment and approval, which shall not be unreasonably withheld.

2.2 Consultant Retention. Upon finalization of the RFP, North Bend shall advertise for, select, and directly contract with a qualified consultant ("Consultant") to conduct the Snoqualmie Valley Housing Needs Assessment; provided, however, that prior to selection of the Consultant, North Bend shall consult with and consider the Cities' input. North Bend's contract with the Consultant shall include and require the Consultant's performance of and compliance with the Scope of Work and Project Schedule as approved by the Cities. North Bend shall be solely responsible for all payments due to the Consultant under the terms of the contract.

2.3 Cooperation. Each City shall reasonably cooperate with the Consultant and the other Cities as appropriate in order to facilitate completion of the Snoqualmie Valley Housing Needs Assessment, including without limitation timely responding to Consultant inquiries and

requests for relevant plans, codes, policies and other information within the possession and/or control of that City.

2.4 **Issuance of Draft Assessment.** North Bend shall ensure that a preliminary draft of the Snoqualmie Valley Housing Needs Assessment is completed by the Consultant and circulated to the Cities for comment and approval, which shall not be unreasonably withheld, no later than fourteen (14) days following completion of the preliminary draft Assessment.

2.5 **Issuance of Final Assessment.** North Bend shall ensure that the final version of the Snoqualmie Valley Housing Needs Assessment is completed by the Consultant and distributed to the Cities.

2.6 **Funding.** Each City's funding obligation for the Snoqualmie Valley Housing Needs Assessment shall be limited to that portion of the Commerce grant funds specifically designated by Commerce for payment to or management by North Bend for the Regional Housing Needs Assessment.

Section 3. Term. This Agreement shall be effective as of the Effective Date upon mutual execution by the Cities, and shall remain effective until December 31, 2022, unless terminated earlier in accordance with Section 4. The Cities may at their option renew or extend this Agreement for a mutually agreeable term through a writing signed by all Cities.

Section 4. Termination. Any City may terminate its participation in this Agreement with or without cause by providing the other Cities with ninety (90) days written notice of its intent to terminate. Termination shall not entitle any City to a refund or reimbursement of any funds previously remitted or otherwise allocated hereunder if and to the extent that such funds have already been expended.

Section 5. Administration; No Separate Entity Created. The North Bend City Administrator shall serve as administrator of this Agreement. No separate legal entity is formed hereby.

Section 6. Property Acquisition and Disposition. No joint acquisition of real or personal property is contemplated by this Agreement. Any real or personal property acquired by a City shall remain within the sole and exclusive ownership of that City following the termination or expiration of this Agreement.

Section 7. Indemnification. Except as otherwise provided herein, each City shall indemnify, defend and hold harmless the other Cities, their officials, agents and employees, from and against any and all liability, including attorney's fees, arising from personal injury or damage to property resulting in whole or in part from negligent or willfully wrongful acts or omissions of the first City, its agents, contractors, consultants or employees. Each City's obligations under this section shall apply only to the extent of that City's negligence or willfully wrongful act or omission. North Bend shall indemnify, defend and hold harmless the other Cities, their officials, agents and employees, from and against any and all liability, including attorney's fees, arising in whole or in part from With respect to liability arising from the contract between North Bend and

the Consultant. With respect to personal injuries or property damage resulting from the joint or concurrent negligence or wrongful conduct of more than one City, the Cities' respective liabilities shall be as defined by the laws of the State of Washington. It is further specifically and expressly understood that the indemnification provided herein constitutes each City's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Cities.

The provisions of this section shall survive the expiration or termination of this Agreement.

Section 8. Legal Compliance. In the performance of this Agreement and at all times relevant thereto, each City shall comply fully with all applicable laws, rules and regulations and shall ensure such compliance by its agents, contractors and consultants.

Section 9. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. The venue for any action arising out of this Agreement shall be the Superior Court for King County, Washington. The substantially prevailing party(ies) in any such litigation shall be entitled to an award of its reasonable attorneys' fees from the non-prevailing party(ies).

Section 10. No Employment Relationship Created. The Cities agree that nothing in this Agreement shall be construed as creating an employment relationship between each City and any employee, agent, representative or contractor of any other City, or between the Consultant and any City.

Section 11. Notices. Notices to each City under this Agreement shall be sent to the following addresses:

City of Carnation
c/o City Manager
4621 Tolt Avenue
P.O. Box 1238
Carnation, WA 98014-1238

City of Duvall
c/o Mayor
15535 Main Street N.E.
P.O. Box 1300
Duvall, WA 98019

City of Snoqualmie
c/o Mayor
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

City of North Bend
c/o Mayor
920 SE Cedar Falls Way
North Bend, WA 98045

Section 12. Filing or Listing of Agreement. Prior to this Agreement's entry into force, North Bend shall, pursuant to RCW 39.34.040: (i) file this Agreement with the King County Auditor's Office, or (ii) list this Agreement by subject on North Bend's internet web site.

Section 13. Integration. This Agreement, together with any exhibits thereto, constitutes the entire embodiment of the contract between the Cities, and, unless modified in writing by an

amendment signed by all of the Cities, shall be implemented exclusively as described above. All oral agreements and understandings between the Cities related to the subject matter hereof shall be deemed superseded by this Agreement and shall hereinafter be null and void.

Section 14. No Third-Party Beneficiary Created. This Agreement is executed for the sole and exclusive benefit of the signatory Cities. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Cities, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any City.

Section 15. Signatory Warranty. Each signatory hereto warrants and represents that he/she has been authorized to execute this Agreement by appropriate action of the legislative body of his/her respective City.

Section 16. Execution in Counterparts. This Agreement may be executed in separate counterparts.

Section 17. Authority Reserved. Nothing herein shall be construed as waiving, limiting or otherwise abridging in any manner the regulatory authority or legislative discretion of any City, which the respective Cities hereby expressly reserve in full.

EXECUTED this 25th day of March 2022.

CITY OF CARNATION



Ana Cortez
Carnation City Manager

CITY OF DUVALL



Amy Ockerlander
Duvall Mayor

ATTEST/AUTHENTICATED



Ana Cortez
Carnation City Clerk

ATTEST/AUTHENTICATED



Sara McMillon
Duvall City Clerk

APPROVED AS TO FORM



Zach Lell
Carnation City Attorney

APPROVED AS TO FORM



Daniel Kenny
Duvall City Attorney

CITY OF NORTH BEND

Rob McFarland

Rob McFarland
North Bend Mayor

ATTEST/AUTHENTICATED

Susie Oppedal

Susie Oppedal
North Bend City Clerk

APPROVED AS TO FORM

Lisa Marshall

North Bend City Attorney

CITY OF SNOQUALMIE

Katherine Ross

Katherine Ross
Snoqualmie Mayor

ATTEST/AUTHENTICATED

Deb Estrada

Deborah Estrada
Snoqualmie City Clerk

APPROVED AS TO FORM

Bob C. St. Banks

Snoqualmie City Attorney

EXHIBIT A

Scope of Work and Project Schedule

Regional Housing Needs Assessment

The following project scope tasks and schedule are requirements from the City's grant contract with the Department of Commerce. The italicized text identifies activities and products the Cities anticipate will be developed to complete the mandated grant deliverables. Alternatives to items identified by the City as "Anticipated Activities/Products" may be suggested. Commerce will be monitoring the contracts to review progress in meeting milestones, deliverables and invoicing and all deliverables must be submitted by June 15, 2023.

Steps/ Deliverables	Description	Start Date	End Date
Action 1	Housing Needs Assessments (Joint Snoqualmie Valley Cities + Individual)	Jan 2022	June 2022
Step 1.1	Coordination between Snoqualmie Valley Cities for regional housing needs assessment	Jan 2022	June 2022
Step 1.2	Analyze population and employment trends, with documentation of projections	Jan 2022	May 2022
Step 1.3	Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households	Jan 2022	May 2022
Step 1.4	Gather and analyze data on existing housing stock (type, size, cost, and age)	Jan 2022	May 2022
Step 1.5	Review and evaluate current housing element and other relevant policies regarding housing, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions	Jan 2022	May 2022
Step 1.6	Review land capacity analysis and evaluate ability of current zoning to provide for housing needs and all income brackets	Jan 2022	May 2022
Step 1.7	Analyze effectiveness of current programs, development regulations, and permitting processes related to housing development	Jan 2022	May 2022
Step 1.8	Identify areas that may be at higher risk of displacement from market forces	Jan 2022	May 2022

Step 1.9	Hold joint workshop with Planning Commission and City Council to review draft housing needs assessments and develop goals and objectives	June 2022	June 2022
Deliverable 1a	Snoqualmie Valley Housing Needs Assessment		July 15, 2022
	<p><u>Anticipated Activities/Products:</u></p> <p>Data Requirements:</p> <ul style="list-style-type: none"> • Complete data sets used in the analysis with source citations and links to or copies of all data sources. • Charts and graphs to be provided in an editable format to allow for future updating. <p>Report/Document Requirements:</p> <ul style="list-style-type: none"> • Stand-alone "Housing Needs Assessment" document, consistent with grant requirements and Department of Commerce guidance materials. • Clear, succinct, graphically rich document. • Identification of updates to data and assumptions in Comprehensive Plan including Housing Element, Land Use Background Report and Housing Background Report for each City. <p>City Review Requirements:</p> <ul style="list-style-type: none"> • Consultant and City staff shall create a review process to ensure Cities understanding of the Housing Needs Assessment process and findings. This will include City staff review of draft Report and potentially meetings to discuss questions and changes. 		

City Option

Please include in your proposal an individual proposal for each City for Housing Action Plan based on each City's grant application. Each City may choose to use the awarded Consultant for their Housing Action Plan or contract individually with same or another consultant for the individual Housing Action Plan. The following project scope tasks and schedule are requirements from the City of North Bend's grant contract with the Department of Commerce. Please review each City's grant application/contract for providing proposal for the Housing Action Plan.

Deliverable 1b	Individual Housing Needs Assessment		July 15, 2022
Action 2	Draft Housing Action Plan		
Step 2.1	Identify stakeholder groups to include in outreach and develop stakeholder survey to gauge barriers to affordable and market-rate housing	Feb 2022	July 2022
Step 2.2	Prepare community survey to identify demands for housing types among current population	Feb 2022	July 2022
Step 2.3	Review and evaluate current housing element and other relevant policies that result in racially disparate impacts, displacement, and exclusion in housing, and identify any policies and regulations to address and begin to undo these impacts	July 2022	Dec 2022
Step 2.4	Develop strategies to increase the supply of housing and variety of housing types needed to serve the housing needs identified in the HNA	July 2022	Dec 2022

Step 2.5	Develop anti-displacement strategies, including strategies to minimize displacement of low-income residents resulting from displacement	July 2022	Dec 2022
Step 2.6	Develop strategies to plan for and accommodate existing and projected needs of all economic segments of the community, including documenting programs and actions needed to achieve housing availability including gaps in local funding, barriers such as development regulations, and other limitations	July 2022	Dec 2022
Step 2.7	Develop a schedule of programs and actions to implement the recommendations of the housing action plan	July 2022	Dec 2022
Step 2.8	Study the feasibility of implementing one or more of the actions	Sept 2022	Dec 2022
Deliverable 2a	Summary of public engagement results		Dec. 15, 2022
	<p>Anticipated Activities/Products:</p> <p>Engagement Process:</p> <ul style="list-style-type: none"> <i>Robust, inclusive and innovative outreach process shall be undertaken, that includes techniques that can successfully address potential extended social distancing related to the COVID-19 pandemic.</i> <p>Outreach Materials & Methods:</p> <ul style="list-style-type: none"> <i>Creation of visual aids to communicate the purpose of the project and explain different tools and policy options through easy-to-understand diagrams, photographs, infographics and fact sheets.</i> <i>Must accommodate needs of multiple audiences and users ranging from elected officials to hard-to-reach populations, in language and in culturally appropriate ways.</i> <i>Materials and methods need to be flexible enough to address the potential for extensive social distancing and the use of electronic or other means of delivery.</i> <p>Public Engagement Plan & Summary Document</p> <ul style="list-style-type: none"> <i>Documents are succinct and easy to use tools that meet all needs of the grant and these scope tasks.</i> <p>Presentations:</p> <ul style="list-style-type: none"> <i>Consultant will present project summaries at Planning Commission, City Council or other meetings as appropriate for each City.</i> <i>Presentations will be undertaken at key stages of project including during "Early Learning" meetings with the Planning Commission and PED Council Committee, appointed/elected bodies as appropriate for each City, and at the draft and final stages of the Housing Action Plan.</i> <i>Project summaries and presentation materials will be created by Consultant.</i> <p>City Review Requirements:</p> <ul style="list-style-type: none"> <i>Public Engagement Plan shall be developed in consultation with City staff.</i> 		
Deliverable 2b	Draft Housing Action Plan		Dec. 15, 2022

	<p>Anticipated Activities/Products:</p> <p>Document Requirements:</p> <ul style="list-style-type: none"> • Draft Plan is consistent with grant requirements and Department of Commerce guidance materials. • Clear, succinct, graphically rich, easy to use document. <p>Recommended Strategies/Actions:</p> <ul style="list-style-type: none"> • Responsive to City project goals including: <ul style="list-style-type: none"> - Identify a community-supported, baseline understanding of housing conditions, needs and strategies. - Include strategies and actions that focus on promoting needed housing, mitigating displacement, exploring missing middle housing types, increasing affordable and market rate options and address environmental, urban form and other City-specific issues. • Propose a holistic and cohesive set of actions including code amendments, regulatory changes, incentives, partnerships and policy updates tailored to City's specific needs and conditions. • Include a timeline for accomplishing these changes and budget implications for any consultant support, environmental review, waived fees or staffing necessary for the work. <p>City Review Requirements:</p> <ul style="list-style-type: none"> • Consultant and City shall create a review process to ensure City understanding and support of Draft Housing Action Plan process and findings. This will include City staff review of Draft Plan and potentially meetings to discuss questions and the incorporation of changes. <p>Non-Project SEPA analysis Consultant will draft a SEPA checklist for the draft plan, distribute it and respond to comments.</p>		
Action 3	Adoption of Housing Action Plan	Dec 2022	June 2023
Step 3.1	Present draft HAP and hold public hearing before the Planning Commission, make changes as needed	Jan 2023	Feb 2023
Step 3.2	Present draft HAP before the City Council, make changes as needed	March 2023	April 2023
Step 3.3	Prepare resolution for Council adoption	May 2023	May 2023
Deliverable 3	Adopted Housing Action Plan		June 15, 2023
	<p>Anticipated Activities/Products</p> <p>Public Review Housing Action Plan</p> <ul style="list-style-type: none"> • Incorporate City and public comments into easy-to-understand visually compelling document for public review. <p>Final Housing Action Plan</p> <ul style="list-style-type: none"> • Incorporate Planning Commission and Council recommendations in a final document for adoption. <p>City Review Process</p> <ul style="list-style-type: none"> • Consultant and City staff shall create a review process to ensure City staff confirmation of final draft of Housing Action Plan. 		

Housing Action Plan
RCW 36.70A.600(2)

The goal of any such housing plan must be to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market. The housing action plan should:

- (a) *Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households;*
- (b) *Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified in (a) of this subsection;*
- (c) *Analyze population and employment trends, with documentation of projections;*
- (d) *Consider strategies to minimize displacement of low-income residents resulting from redevelopment;*
- (e) *Review and evaluate the current housing element adopted pursuant to RCW 36.70A.070, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions;*
- (f) *Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; and*
- (g) *Include a schedule of programs and actions to implement the recommendations of the housing action plan.*

Commerce will be monitoring the contracts to review progress in meeting milestones, deliverables and invoicing and all deliverables must be submitted by June 15, 2023.

ILA for Regional Housing Needs Assessment

220325

Final Audit Report

2022-03-24

Created:	2022-03-15
By:	Stacy Starns (stacy.starns@carnationwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqliBWVJPFn-wCIFYnZErNFbSc_s0pTlv

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2022-03-24 - 11:59:35 PM GMT



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