

Ordinance No. 119060

Council Bill No. 112216

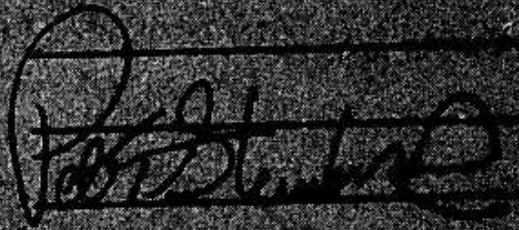
AN ORDINANCE relating to low-income housing; authorizing an amendment to the Housing Cooperation Agreement authorized by Ordinances 112904 and 113562 between The City of Seattle and the Housing Authority of the City of Seattle concerning the 1986 Seattle Housing Levy; making changes in the 1986 Housing Levy Operating and Maintenance Trust Fund program to provide for administration by the Department of Housing and Human Services, and creating a position in such department; appropriating funds for such position and increasing expenditure allowances in the 1998 budget of the Department of Housing and Human Services; repealing a section of Ordinance 115889, and ratifying and confirming prior acts, all by a three-fourths vote of the City Council.

Date of Introduction	July 15, 1998	Date of Introduction	July 15, 1998
Date of Committee Report	July 15, 1998	Date of Committee Report	July 15, 1998
Date of Council Action		Date of Council Action	
Date of Final Passage		Date of Final Passage	
Date of Approval by Mayor	July 21, 1998	Date of Approval by Mayor	July 21, 1998
Date of Approval by City Clerk	7-17-98	Date of Approval by City Clerk	7-17-98
Date of Approval by Mayor		Date of Approval by Mayor	
Date of Approval by City Clerk		Date of Approval by City Clerk	

The City of Seattle - Legislative Council Bill/Ordinance

Law Department

4-0 Pass



This Bill is complete and ready for publication.

Law Dept. Review

City Review

City Review

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____

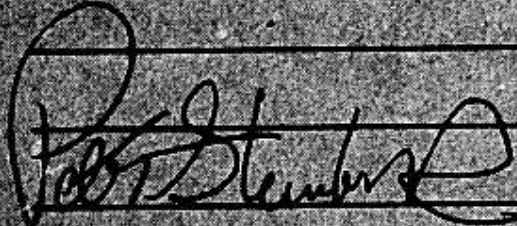
STEMBRAUECK

Councilmember

Law Department

Committee Action:

4-0 Pass



This file is complete and ready for presentation to Full Council. Committee: _____

(initials)

Law Dept. Review

OMP
Review

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City Clerk
Review

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ORDINANCE 119060

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AN ORDINANCE relating to low-income housing; authorizing an amendment to the Housing Cooperation Agreement authorized by Ordinances 112904 and 113562 between The City of Seattle and the Housing Authority of the City of Seattle concerning the 1986 Seattle Housing Levy; making changes in the 1986 Housing Levy Operating and Maintenance Trust Fund program to provide for administration by the Department of Housing and Human Services, and creating a position in such department; appropriating funds for such position and increasing expenditure allowances in the 1998 budget of the Department of Housing and Human Services; repealing a section of Ordinance 115889, and ratifying and confirming prior acts, all by a three-fourths vote of the City Council.

WHEREAS, the \$49.975 million Housing Levy authorized by Seattle Ordinance 112904 and passed by Seattle voters in September 1986 (the "1986 Levy") provided for allocation of \$5 million to capitalize an Operating and Maintenance Trust Fund ("1986 Trust Fund"), to be used to (1) lower rents on certain Levy funded units through payment of operating and maintenance costs, and (2) to pay the cost of fund administration; and

WHEREAS, Ordinance 112904 charged the Housing Authority of the City of Seattle ("Housing Authority") with the responsibility of administering the 1986 Trust Fund program, which responsibilities were more particularly set forth in the Housing Cooperation Agreement authorized by Ordinance 113562 and executed August 27, 1987 ("Housing Cooperation Agreement"); and

WHEREAS, in 1995, as authorized by Seattle Ordinance 117711, Seattle voters approved additional tax levies in the total amount of \$59.211 million (the "1995 Levy") authorizing additional property taxes for low-income housing, which levy also provides for an operating and maintenance trust fund ("1995 Trust Fund"); and

WHEREAS, in accordance with Ordinance 117711 and the Administrative and Financial Plan adopted pursuant thereto, the 1995 Trust Fund is administered by the Seattle Department of Housing and Human Services; and

WHEREAS, Ordinance 112904 provided that the City Council could make changes in programs, and in the allocation of funds among programs, in light of changes in housing conditions, and further provided that amendments to the Housing Cooperation Agreement could be adopted by the Legislative Authority of the City by ordinance; and

WHEREAS, low-income housing can be supported more efficiently by making certain administrative arrangements uniform between the continuing programs of the 1986 Levy and the 1995 Levy, and the Mayor and Director of Housing of Human Services have therefore recommended changes to the 1986 Trust Fund program; and

WHEREAS, the 1995 Housing Levy Oversight Committee voted unanimously at its January 20, 1998, meeting to recommend that City Council approve legislation necessary to permit DHHS to begin administering the 1986 and 1995 Levy Operating and Maintenance Trust Fund programs as soon as possible; and

WHEREAS, in order to consolidate administration of the 1986 Trust Fund program with that of the 1995 Trust Fund program, the City and the Housing Authority desire to amend the provisions of the Housing Cooperation Agreement; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

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1 Section 1. The City Council finds that there have been changes in housing conditions
2 since the adoption of Ordinance 112904 in 1986 such that the purpose of the 1986 Levy will be
3 best served by a change in the 1986 Trust Fund program to transfer administrative
4 responsibilities for the 1986 Trust Fund to the City of Seattle Department of Housing and Human
5 Services ("DHHS"), and by the related changes authorized herein. The changed conditions
6 include, without limitation: (a) the fact that, contrary to the original expectation, the
7 preponderance of 1986 Levy projects needing and approved for subsidies from the 1986 Trust
8 Fund are operated by agencies other than the Housing Authority and are subject to monitoring by
9 DHHS under capital funding contracts; (b) the fact that all projects funded under the 1986 Levy
10 have been identified, so that the Housing Authority's role in selecting projects to receive 1986
11 Trust Fund subsidies as intended by Ordinance 112904 has been fulfilled; and (c) the fact that
12 DHHS is now administering a similar operating and maintenance fund program under the 1995
13 Levy.
14

15
16 Section 2. The Mayor is authorized to execute, for and on behalf of The City of Seattle,
17 an amendatory agreement with the Seattle Housing Authority, substantially in the form attached
18 as Exhibit "A" and identified as "Amendment to Housing Cooperation Agreement between The
19 City of Seattle and the Housing Authority of the City of Seattle for Implementation of 1986
20 Housing Levy Programs" (the "Amendatory Agreement"), providing for administration of the
21 1986 Trust Fund program and certain other matters.
22

23 Section 3. As of July 1, 1998, responsibility for administration of the 1986 Trust Fund
24 program shall be transferred from the Housing Authority to the City, acting through DHHS.
25 The Director of DHHS or her designee ("Director") is authorized, for and on behalf of the City,
26 to administer the 1986 Trust Fund program, and for such purpose to enter into, modify, and
27 enforce contracts, authorize the disbursement of 1986 Trust Fund moneys subject to
28 appropriation authority, and take such other actions as he or she shall deem necessary or
29 appropriate to carry out the purposes of the 1986 Trust Fund program. All appropriations of
30 1986 Levy funds, including interest, for the 1986 Trust Fund program shall remain in effect, and
31 the Director's authority over such funds shall not be limited by any reference in any such
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1 appropriation to the Housing Cooperation Agreement or the Housing Authority. The authority
2 granted in this Section includes, without limitation, the authority to assume, for and on behalf of
3 the City, the rights and duties of the Housing Authority under existing contracts for 1986 Trust
4 Fund subsidies, provided such contracts are substantially consistent with the intent of the
5 program as described in Ordinance 112904 and the applicable Administrative and Financial Plan,
6 and provided that the obligations of the City on all 1986 Trust Fund contracts assumed from the
7 Housing Authority, together with obligations to the Housing Authority to provide 1986 Trust
8 Fund subsidies to its projects, do not exceed \$4.7 million. The Director may enter into
9 substitute contracts or amended contracts with the owners or operators of such housing projects.
10

11 Section 4. Consistent with the changes in the 1986 Trust Fund program authorized
12 herein, from and after the effective date of the Amendatory Agreement authorized by this
13 Ordinance, the following portions of Ordinance 112904, providing for responsibility of the
14 Housing Authority, shall have no further force or effect: Section 7, to the extent it relates to the
15 1986 Trust Fund, and Section 8.G.
16

17 Section 5. In view of the fact that all capital funds raised by the 1986 Levy have been
18 committed, no further Administrative and Financial Plans under the 1986 Levy shall be required
19 except as provided herein. Section 7 of Ordinance 115889 is hereby repealed, and Section 6 of
20 Ordinance 112904, with respect to preparation and adoption of annual Administrative and
21 Financial Plans, shall have no further force and effect. The Administrative and Financial Plan
22 for the 1986 Trust Fund program shall be included in the next regular Administrative and
23 Financial Plan for the 1995 Levy prepared and adopted pursuant to Ordinance 117711. Until
24 such plan is adopted by the City Council, the Department of Housing and Human Services shall
25 administer the 1986 Trust Fund program consistent with the policies set forth in the 1995-96
26 Administrative and Financial Plan adopted by Ordinance 117937 and with the Housing
27 Cooperation Agreement, as amended. Policies governing the use of 1986 Trust Fund program
28 subsidies shall not be merged with those governing the 1995 Trust Fund program by virtue of
29 inclusion in the Administrative and Financial Plan for the 1995 Levy, unless such merger is
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1 explicitly recommended by the Department of Housing and Human Services after consultation
2 with affected project sponsors, and is approved by the City Council.

3
4 Section 6. The following position is hereby created in the Department of Housing and
5 Human Services beginning July 1, 1998:

<u>Number</u>	<u>Title</u>	<u>FTE</u>
1	Community Development Specialist	1

6
7
8 and the Director of Housing and Human Services is authorized to fill such position subject to
9 Civil Service laws and rules. Such position is to continue only so long as funding therefor is
10 available from the 1986 and/or 1995 Levy.

11
12 Section 7. The expenditure allowance for the following objects of expenditure in the
13 1998 budget of the Department of Housing and Human Services, Program and Program Category
14 Housing and Human Services (Code H1300) is hereby increased as follows:

PS	Personal Services	\$28,000
OC	Other Charges	\$ 3,350
CO	Capital Outlay	\$ 4,500

15
16
17 by the appropriation, hereby made and authorized, from the Housing and Human Services
18 Operating Fund of the sum of THIRTY-FIVE THOUSAND EIGHT HUNDRED FIFTY
19 DOLLARS (\$35,850.00), such expenditures to be reimbursed from the 1986 Housing Levy
20 Account of the Low-Income Housing Fund, which was established pursuant to Ordinance
21 112904 and renamed in Ordinance 113834 (Fund 164, Subfund 20) and from the 1995 Levy
22 Operating and Maintenance Subfund of the Low Income Housing Fund established pursuant to
23 Ordinance 117711. Any necessary transfers to the Housing and Human Services Operating
24 Fund, up to a combined total amount of \$35,850 from both Subfunds, are hereby authorized.
25

26
27 Section 8. If any provision of this ordinance shall be determined to be invalid, void, or
28 unenforceable, such determination shall in no way affect, impair, or invalidate any other
29 provision hereof, and such other provisions shall remain in full force and effect. In any event no
30 provision hereof shall be construed or applied so as to impair the use of the 1986 Trust Fund to
31 support eligible low-income housing. The repeal or modification, pursuant to the terms of this
32

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1 Ordinance, of any provision of any prior Ordinance, any program, or the Housing Cooperation
2 Agreement, shall not impair the validity of any action taken consistent with such provision prior
3 to the effective date of such repeal or modification.

4
5 Section 9. Any act pursuant to the authority of this Ordinance and prior to its effective
6 date is hereby ratified and confirmed.

7
8 Section 10. The foregoing appropriations are made to meet actual necessary expenditures
9 of the City for which insufficient appropriations have been made due to causes which could not
10 reasonably have been foreseen at the time of the adoption of the 1998 Budget; Now, Therefore,
11 in accordance with RCW 35.32A.060, by reason of the facts above stated this ordinance shall
12 take effect and be in force thirty (30) days from and after its passage and approval, if approved
13 by the Mayor, but if not approved and returned by the Mayor within ten (10) days after
14 presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

15 PASSED by three-fourths vote of all the members of the City Council the 29 day of
16 June, 1998, and signed by me in open session in authentication of its passage this
17 29 day of June, 1998.

18
19 Sue Anna L.
20 President of the City Council

21 Approved by me this 4th day of July, 1998.

22
23 Paul Schell
24 Paul Schell, Mayor

25 Filed by me this 8th day of July, 1998.

26
27 Carri Danfeld
28 acting City Clerk

29 (Seal)

30
31 Exhibits: A. Amendment to Housing Cooperation Agreement

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City of Seattle

Paul Schell, Mayor

Executive Department - Office of Housing
Cynthia A. Parker, Director

MEMORANDUM

FILED
CITY OF SEATTLE
99 MAR 12 AM 8:00
CITY CLERK

March 11, 1999

TO: Judith Pippin, City Clerk
FROM: Janeen Smith, Project Manager
SUBJECT: Original of Agreement between City and Seattle Housing Authority

Attached is the original of the Amendment to the Housing Cooperation Agreement between the City of Seattle and the Housing Authority of the City of Seattle for Implementation of 1986 Housing Levy Programs, executed pursuant to Ordinance 119060, for filing. A copy of the SHA resolution authorizing execution of the amendment by the SHA Director is also attached.

This amends a Housing Cooperation Agreement adopted pursuant to Ordinance 113562. Suggested index references are "1986 Housing Levy," "Seattle Housing Authority," and "Levy Operating and Maintenance Trust Fund."

Please call me at 684-0211 if you have questions.

Attachments

cc: Rick Hooper
Earl Edwards
Hugh Tobin, Law (w/att.)

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**AMENDMENT TO
HOUSING COOPERATION AGREEMENT
BETWEEN
THE CITY OF SEATTLE AND THE
HOUSING AUTHORITY OF THE CITY OF SEATTLE
FOR IMPLEMENTATION OF 1986 HOUSING LEVY PROGRAMS**

This Amendment is made between THE CITY OF SEATTLE ("City"), a Washington municipal corporation, and the HOUSING AUTHORITY OF THE CITY OF SEATTLE ("Housing Authority"), a Washington public body corporate and politic, to provide for modification of provisions set forth in the HOUSING COOPERATION AGREEMENT executed August 27, 1987, with respect to administration of the Operating and Maintenance Trust Fund and for certain other matters in connection with the implementation of the 1986 Housing Levy.

RECITALS

The \$49.975 million Housing Levy authorized by Seattle Ordinance 112904 and passed by Seattle voters in September 1986 (the "Levy") was designed to produce 1,000 units of housing for low-income households. As of December 31, 1997, all capital funds generated by the Levy have been obligated.

The Levy included an Operating and Maintenance Trust Fund program ("Trust Fund"), to be used to (1) lower rents on Levy funded units identified by the City and the Housing Authority, through payment of operating and maintenance costs, and (2) to pay the cost of fund administration.

Ordinance 112904 charged the Housing Authority with the responsibility of administering the Trust Fund, which responsibilities were more particularly set forth in the Housing Cooperation Agreement authorized by Ordinance 113562 and executed August 27, 1987 (the "Agreement").

The Trust Fund is intended to provide a 20-year subsidy life for all approved projects. As of December 31, 1997, approximately 230 units in 26 projects were receiving subsidies from the Trust Fund.

In 1995, as authorized by Seattle Ordinance 117711, Seattle voters approved levies of additional taxes totaling \$59.211 million for low-income housing (the "1995 Levy"). The 1995 Levy also provides for an operating and maintenance trust fund. Pursuant to Ordinance 117711 and the Administrative and Financial Plan adopted by the Seattle City Council by Ordinance 118258, the operating and maintenance trust fund for the 1995 Levy is administered by the Seattle Department of Housing and Human Services ("DHHS").

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The City Council, on recommendation of the Mayor and Director of DHHS, has found that a change in housing conditions has occurred such that it would better serve the purpose of the 1986 Levy to transfer administration of the Trust Fund to DHHS, and the City and the Housing Authority therefore desire to amend the provisions of the Housing Cooperation Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereby agree as follows (strikeouts indicate language hereby deleted from the Agreement and underlined language indicates additions to existing articles of the Agreement):

1. **Transfer of Administration.** Article I, Section 4, Subsection B is hereby amended as follows:

B. **Operating and Maintenance Trust Fund.** The Housing Authority will use Levy Funds to subsidize the Operating and Maintenance Costs of a portion of the housing units developed under the Housing Levy. The Levy Ordinance has allocated \$5 million to this Levy Program. Except as provided herein, the City Council may increase or decrease the allocation if it determines that changes in housing conditions have occurred such that the purpose of the Levy will best be served by a reallocation of funds. The City Council will determine general policies for the use and allocation of subsidy funds. ~~The Housing Authority will prepare specific guidelines for determining Projects eligible to receive subsidy and will include them in the annual Administrative and Financial Plans.~~ The administration of the Operating and Maintenance Trust Fund shall be, through June 30, 1998, the sole responsibility of the Housing Authority under the direction of its Board of Commissioners; provided, that in administering the Operating and Maintenance Trust Fund, the Housing Authority shall comply with the requirements of this Agreement and with the requirements of the Levy Ordinance. Effective July 1, 1998, the administration of the Operating and Maintenance Trust Fund shall be the responsibility of the City of Seattle.

2. **Definitions, Amended.** The definitions of the following capitalized terms defined in Article II of the Agreement are hereby amended as follows. Such terms, wherever appearing in the Agreement or this Amendment, shall have the meanings set forth below, unless the context clearly requires otherwise:

1. "Administrative and Financial Plans" for any Levy Program at any time means the ~~annual most recent plans for such program~~ prepared by the Housing Authority and/or the Director, as the case may be for each Levy Program, and approved by the City Council.

5. "Department" means The City of Seattle Department of ~~Community Development~~ Housing and Human Services.

6. "Director" means the Director of The City of Seattle Department of ~~Community Development~~ Housing and Human Services.

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10. "Housing" means ~~any rental units produced pursuant to the Housing Levy Programs~~ low-income housing that is developed pursuant to the Large Family Program or is subsidized pursuant to the Trust Fund program, or both.

12.

E. "Operating and Maintenance Trust Fund" or "Trust Fund." The purpose of the Fund is to subsidize the cost of maintaining and operating a portion of the units developed under the Housing Levy Programs. Interest income from the Trust Fund, and the principal itself if approved by the City Council, will be used to pay the difference between rental income and operating expenses and to pay the ~~Housing Authority's~~ costs of administering the Fund.

20. "Low-Income Housing Assistance Fund" or "Housing Assistance Fund" means the 1986 Housing Levy Account of the City's Low-Income Housing Fund, which account is the successor to the fund created by the Levy Ordinance into which a portion of the proceeds from the regular property tax levies for 1987 through and including 1994 were will be deposited to provide funds for the Housing Levy Programs.

3. **Definitions, New.** Article II of the Agreement is further amended by inserting the following definitions of capitalized terms. Such terms, wherever appearing in the Agreement or this Amendment, shall have the meanings set forth below, unless the context clearly requires otherwise:

3a. "City Comptroller" or "Comptroller" means the Director of Finance in the Executive Services Department of The City of Seattle.

10a. "Housing Assistance Plan" means the City's Consolidated Plan for Housing and Community Development.

11a. "Housing Authority Trust Fund Projects" means those Large Family Program projects for which Trust Fund subsidies have been provided, as shown in Exhibit B to this Amendment.

30a. "Seattle-Everett SMSA" means the Seattle-Bellevue-Everett Primary Metropolitan Statistical Area (PMSA).

4. **Large Family Housing for Extremely Low-Income Households.** Article III, Section 4, Subsections A and B are hereby amended as follows:

A. Units ~~shall~~ may be acquired by negotiated sale or in response to a request by the Housing Authority for proposals from developers, contractors, property owners or others desirous of providing housing or property. Real property may be acquired by

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negotiated sale or by lease if leasing is permitted by law. Requests for proposals shall be designed to encourage the submission of competitive proposals, and to maximize participation by minority and women-owned businesses consistent with SMC Chapter 20.46. Except when units are to be acquired under the turnkey method of development, the Housing Authority will obtain appraisals for all real property it purchases and will not pay more than fair market value. ~~All contracts for the development, acquisition, construction or rehabilitation of Housing shall be obligations of the Housing Authority.~~

B. Except as provided in Article IV, Section 5, and the Memorandum of Agreement between the parties dated December 16, 1997, or as required by any federal or other governmental regulation, the Housing shall, for a period of forty (40) years, be rented to Extremely Low-Income Households.

5. **Housing Authority Ownership.** Article III, Section 4, subsection F, is hereby amended as follows:

F. The Housing Authority shall be the owner, contract purchaser, or lessee of all Housing or property purchased or financed with Levy Funds for the Large Family Program. The property may be leased, mortgaged or otherwise encumbered to the extent permitted by law.

The Housing Authority shall acquire dwelling units and properties which satisfy the criteria described or referenced in this Agreement and which, in its discretion, are appropriate with respect to site location, unit costs, and design. Before approval by the Housing Authority's Board of Commissioners, projects shall be submitted to the Director for review for consistency with the Administrative and Financial Plan. Projects determined by the Director to be consistent with the Plan shall not be subjected to further review or approval by The City. Housing produced through the Large Family Program shall not be subject to the November 6, 1939, Cooperation Agreement between The City and the Housing Authority, as amended.

6. **Capitalization and Investment of Trust Fund.** Article IV, Section 1 is hereby amended as follows:

1. **Capitalization.** The City has allocated \$5,000,000 of Levy Funds to the Operating and Maintenance Trust Fund. The Operating and Maintenance Trust Fund will be fully funded no later than December 31, 1989. After funds have been deposited in the Low-Income Housing Assistance Fund, the amount may be changed by the City Council if it determines that changes in housing conditions have occurred such that the purpose of the Levy will best be served by the reallocation of funds. The Operating and Maintenance Trust Fund will be established and maintained by the City Comptroller. Monies in this fund shall be invested in ~~securities~~ investments authorized by law. All investment earnings shall accrue to the Operating and Maintenance Trust Fund.

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Levy proceeds allocated to the Trust Fund shall be disbursed to the Housing Authority by the City Comptroller in accordance with this Agreement. The City will be responsible for the administration, investment and reinvestment of Levy Funds. The Housing Authority shall assume responsibility for disbursed funds upon receipt of such funds. ~~The City shall provide the Housing Authority, on a quarterly basis, an accounting of monies available for the Trust Fund. The Housing Authority may request disbursement of Levy Funds for the Trust Fund in accordance with Article IV, Section 4 hereof, up to the total amount of funds available for the Trust Fund.~~

7. **Administrative and Financial Plans.** Article IV, Section 2 is hereby amended as follows:

2. **Administrative and Financial Plan.** The Housing Authority will submit an Administrative and Financial Plan for the calendar years 1987 and 1988 to the Oversight Committee and the City Council as soon after the execution of this Agreement as practicable. The Plan will include an operating subsidy budget and a budget for administration of the Trust Fund. Subsequent Administrative and Financial Plans will be submitted biennially, providing budgets for each calendar year in which the Housing Authority or the City expects to subsidize any of the Housing produced under the Levy. Administrative and Financial Plans for 1999-2000 and subsequent periods shall be prepared by the Director, and shall be submitted to the 1995 Levy Oversight Committee established pursuant to Ordinance 117711 together with Administrative and Financial Plans for 1995 Levy programs. The City Council will review and approve an Administrative and Financial Plan for the Trust Fund prior to or during The City's Annual Budget process. The Housing Authority Director shall submit Administrative and Financial Plans for the Trust Fund to the Director Housing Authority for review and comment at least sixty (60) days prior to the date they are scheduled to be considered by the City Council.

8. **Administration.** Article IV, Section 3 is hereby amended as follows:

3. **Administration of the Trust Fund.**

A. Through June 30, 1998, the Housing Authority shall determine the administration of the Trust Fund, which shall be described in the Administrative and Financial Plan. Projects funded through Housing Levy Programs administered by the Department requiring operating and maintenance subsidies through the Trust Fund shall be reviewed and approved jointly by the Director and the Housing Authority. The joint review process shall be outlined in the Administrative and Financial Plan for the Trust Fund. The Plan shall include definitions of Operating and Maintenance Costs, and shall describe the Housing Authority's review process to assure the fair and equitable allocation of subsidy among Large Family Program Projects. Notwithstanding these provisions, the Housing Authority shall, consistent with the policy direction provided by the City Council, determine the application and amount of subsidy for each Project.

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B. As of July 1, 1998, the administration of the Operating and Maintenance Trust Fund shall be the sole responsibility of the City, acting through the Department of Housing and Human Services; however, the Housing Authority shall be responsible for compliance with program requirements with respect to the Large Family Trust Fund Projects. The Director shall determine the application and amount of subsidy for each project for calendar years 1999 and subsequent, and shall determine the form and terms of agreements to provide such subsidies, consistent with this Agreement as amended and applicable Administrative and Financial Plans adopted by the City Council; Provided, however, that those agreements pursuant to which Trust Fund subsidies are made available to the Housing Authority are subject to negotiation and approval by the Housing Authority.

C. From July 1, 1998 through December 31, 1998, The City shall administer the Trust Fund in a manner generally consistent with the Administrative and Financial Plan prepared by the Housing Authority and adopted by Ordinance 117937. Subject to requirements of applicable law, the City shall assume responsibility for contracts entered into by the Housing Authority with project sponsors or managers for subsidies from the Trust Fund, as enumerated in Exhibit A. The Housing Authority hereby assigns all rights and obligations under these contracts to the City, effective July 1, 1998, specifically including any rights of the Housing Authority to terminate such contracts.

D. The Housing Authority represents and warrants that the obligations of the Housing Authority under all contracts with third parties for subsidies from the Operating and Maintenance Trust Fund do not exceed the amounts shown on Exhibit A and that the status of each contract as of the date indicated is accurately shown on such Exhibit. The Housing Authority has provided the Director with complete and correct copies of all current contracts with third parties for subsidies from the Trust Fund, including all amendments thereto ("Contracts") and has provided or made available to the Director all files with correspondence, accounting data and supporting documentation for such Contracts. The Housing Authority represents and warrants that all of the Contracts are in full force and effect and that the Housing Authority has the right to assign its rights under the Contracts to the City. The Housing Authority shall cooperate fully with the City in resolving any issues that may arise with respect to the administration of the Contracts. The Housing Authority shall, promptly upon the request of the City, send written notice to the contracting party under any Contract terminating such Contract in accordance with its terms.

E. The parties agree that the City will continue subsidies from the Trust Fund for Housing Authority Trust Fund Projects for the remainder of calendar year 1998, pursuant to the budgets attached hereto as Exhibit B, and subject to continuing eligibility of the units in such Projects. The Housing Authority shall enter into a contract or contracts with the City for provision of Trust Fund subsidies to Housing Authority Trust Fund Projects for calendar year 1999 and subsequent years.

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so long as the Housing Authority Trust Fund Projects remain eligible for subsidy and so long as sufficient amounts are available in the Trust Fund for such projects and other properties subsidized under the Trust Fund, provided that any contracts for any project after the twentieth year of subsidy of such project shall be in the City's discretion. Such contract or contracts shall be on a form prepared by the City consistent with the then current Administrative and Financial Plan for the Trust Fund as approved by the City Council.

9. **Disbursements to Housing Authority.** Article IV, Section 4 is hereby amended as follows:

4. **Disbursements of Levy Funds.** Upon execution of this Agreement and approval of an Administrative and Financial Plan, the Housing Authority may request The City to disburse Levy Funds for operating and maintenance subsidies as follows, **PROVIDED, that after June 30, 1998, disbursements to the Housing Authority will be limited to Housing Authority Trust Fund Projects, and that as a condition to further subsidies after 1998, the Housing Authority shall execute more particular agreements with the City with respect to subsidy of Housing Authority Trust Fund Projects, similar to those used by DHHS for other Trust Fund projects, the terms of which shall be acceptable to the Housing Authority and will supersede the provisions of this subsection:**

On completion of a Project, the Housing Authority shall advise the Director, in a written invoice, that the Project is complete and ready for occupancy. The invoice shall state the amount of subsidy needed for the Project and the projected Operating and Maintenance Costs and Revenues for the first calendar year of operation. The invoice shall include a schedule of monthly subsidy payments (or other schedule agreed to by the Director, the Comptroller and the Housing Authority), a copy of the signed agreement to provide subsidy, and a certification by the Housing Authority that the enumerated costs are lawful.

The Director shall, within five (5) working days of receipt, review the invoice and accompanying documentation and either authorize payment of the invoice and so advise the City Comptroller, or notify the Housing Authority in writing of the reasons for disapproval of the invoice. The City Comptroller shall disburse the funds requested to the Housing Authority within ten (10) working days of receipt of authorization from the Director.

After approval of the initial invoice, all payments in the remaining budget year shall be made by the Comptroller in accordance with the approved schedule of subsidy payments. The City Comptroller shall disburse the funds to the Housing Authority by the first working day of the month or other payment period agreed to by the Director, the Comptroller and the Housing Authority. The amounts for individual Projects shall be aggregated into a single payment.

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On November 1 of each year in which the Housing Authority expects to subsidize Housing the following year, the Housing Authority shall submit an invoice to the Director covering all completed Projects which will be subsidized during the upcoming year. The invoice shall state the requested amount of periodic payments; state all the estimated Operating and Maintenance Costs and Projected Revenues for the upcoming calendar year; include a schedule of monthly subsidy payments (or other schedule agreed to by the Director, the Comptroller and the Housing Authority); and include a copy of the signed agreements to provide subsidy to non-Housing Authority Projects. The invoice and accompanying schedules shall indicate estimated Costs, projected Revenues and the amount of subsidy required for each Project. The invoice shall also contain a certification by the Housing Authority that the enumerated costs are lawful. If, during a calendar year, the Housing Authority determines that the subsidy payment requirements for the Housing owned by an individual corporation exceed the budget approved by the Housing Authority, the Housing Authority may submit a revised invoice and payment schedule to the Director.

The Director shall, within fifteen (15) working days of receipt, review the invoice and accompanying documentation and either authorize payment of the invoice and so advise the City Comptroller, or notify the Housing Authority in writing of the reasons for disapproval of the invoice. The City Comptroller shall, upon receipt of the Director's authorization, disburse funds per the agreed upon schedule. The amounts for individual Projects shall be aggregated into a single payment.

Any subsidy funds disbursed to the Housing Authority that are not paid out within eight (8) working days shall be deposited in an interest bearing account. The interest earned shall be reported to the Director and credited to the next invoice. If no invoice is submitted to the Director within the next twelve (12) months, the Housing Authority shall return all undisbursed funds, and accrued interest, to the City Comptroller for deposit in the Housing Assistance Fund.

10. **Adequacy of Funds.** Article IV, Section 5 is hereby amended as follows:

5. **Adequacy of Funds; Remedies.** Should monies ~~allocated from in~~ the Trust Fund ~~or from federal operating subsidies~~ be insufficient to cover the cost of operating and maintaining Housing Authority Trust Fund Large Family Program Projects and the ~~Housing Authority's~~ cost of administering the Trust Fund, the Housing Authority may request in writing that The City provide additional subsidy for such Projects ~~the Fund~~. If The City does not provide sufficient additional subsidy within ninety (90) days of the date of the request, the Housing Authority may, in the order described:

- A. Seek subsidies from other sources;
- B. Rent Large Family Program units in Housing Authority Trust Fund Projects to Very Low-Income or Low-Income Households as units become vacant;

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C. If A and B above do not or are not expected to produce sufficient additional Revenues, the Housing Authority may, after a formal written determination by the Housing Authority's Board of Commissioners that sufficient additional Revenues have not been or can not be produced, offer to sell Projects requiring additional subsidy to The City. Such offers shall be made in writing to the Director who shall have forty-five (45) days from the date of receipt to accept or reject the offer. The City's failure to deliver written acceptance of the offer to the Housing Authority within the forty-five (45) day period shall constitute a rejection. The purchase price shall be equal to the amount of accumulated deficits for the Projects, ~~including a pro-rata portion of the Housing Authority's costs of administering the Trust Fund.~~ Closing shall take place within thirty (30) days after The City's acceptance;

D. Sell the Projects requiring additional subsidy on such terms and conditions as the Housing Authority shall choose if A and B above do not produce sufficient additional Revenues and if The City declines to purchase the Projects. The proceeds of any such sale shall be applied first to reimburse the Housing Authority for any accumulated deficits incurred by it in operating the Large Family Housing Projects sold ~~and the pro-rata cost of administering the Operating and Maintenance Trust Fund.~~ The remainder of any sale proceeds shall be remitted to the City Comptroller for deposit in the Low-Income Housing Assistance Fund.

11. Administrative Expenses. Article V is hereby amended as follows:

The City has allocated \$2.5 million to the Department and the Housing Authority for administrative expenses. The Housing Authority's budget for administrative expenses for the Large Family Program in 1988 shall be included in the Department's annual budget submittal. Upon execution of this Agreement the Director shall process the Housing Authority's invoice for expenses incurred since January 1, 1987, including the payment of interest costs incurred in administration of Levy programs. Thereafter, the Housing Authority will invoice the Director for reimbursement of expenses on a monthly basis, up to the approved budget amount. The Housing Authority's budget for administrative expenses may be modified consistent with The City's policy and process for such modifications.

The Director shall, within five (5) working days of receipt, review the invoice and accompanying documentation and either authorize payment of the invoice and so advise the City Comptroller, or notify the Housing Authority in writing of the reasons for disapproval of the invoice. The City Comptroller shall disburse the funds requested to the Housing Authority within ten (10) working days of receipt of authorization from the Director. The invoice shall also contain a certification by the Housing Authority that the enumerated administrative expenses were lawfully incurred incident to administration of the Large Family Program.

As of June 30, 1998 the City's obligation to pay the Housing Authority for the expenses of administering the Trust Fund shall cease and the City shall be entitled to

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return of any Trust Fund moneys then held by the Housing Authority, except to the extent such moneys are required to discharge accrued obligations of the Housing Authority properly attributable to the Trust Fund program and not assumed by the City under this Agreement, as documented by the Housing Authority to the satisfaction of the City no later than September 30, 1998.

12. **City Responsibilities.** Article VI, Sections 1 and 2 are hereby amended as follows:

1. **The City of Seattle.** To assist the Housing Authority in the administration of the Large Family Program and the Operating and Maintenance Trust Fund, The City shall:

A. Provide personnel as necessary to carry out building and safety code inspections, processing and issuance of permits and certificates of occupancy, and processing of other required approvals for the development of dwelling units.

B. Audit as necessary or appropriate to assure compliance with this Agreement and applicable law.

C. ~~Review and approve annual Administrative and Financial Plans for the Large Family Program and the Trust Fund.~~ Assume responsibility for administration of the Operating and Maintenance Trust Fund effective July 1, 1998.

D. ~~Report, on a quarterly basis, the monies available for the Large Family Program and the Trust Fund.~~

E. ~~Provide such other and further assistance as The City in its discretion may deem proper, or may undertake by agreement.~~

2. **The Director.** To assist the Housing Authority in the administration of the Large Family Program and the Trust Fund, the Director shall:

A. ~~Review annually the Administrative and Financial Plans for the Large Family Program and the Trust Fund before submittal to the City Council. Exceptions or modifications to these Plans will be reviewed and approved consistent with the processes identified in the approved Plans. Upon receipt of a written request to approve exceptions or modifications, the Director shall promptly review the request and provide a written response to the Housing Authority within ten (10) working days.~~

B. ~~Review the Housing Authority's annual budget for administrative expenses and include it in the Department's administrative budget as part of The City's Annual Budget process; and review and process modifications to the budget consistent with the process.~~

C. ~~Review and approve any manual or manuals submitted pursuant to Article VII, Section 2, within thirty (30) days of submission.~~

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~~D. Promptly review proposed development Projects prior to final approval by the Housing Authority's Board of Commissioners for consistency with the approved Administrative and Financial Plan for the Large Family Program. When disbursement from the Low Income Housing Assistance Fund is requested, the Director shall forward approved paperwork to the City Comptroller within five (5) working days of receipt, or notify the Housing Authority in writing of its reason for disapproval within five (5) working days. If no disbursement is requested, the Director shall notify the Housing Authority in writing of its approval or disapproval within five (5) working days.~~

~~E. Jointly review and approve with the Housing Authority Projects which require operating and maintenance subsidies through the Trust Fund. The review shall be consistent with the process outlined in the Administrative and Financial Plan for the Trust Fund.~~ BF. Recommend to The City from time to time such adjustments in the Housing Levy or amendments to this Agreement as would improve it, further its purposes and objectives, increase the amount of financial assistance thereto from other governments and private sources, or obviate or reduce difficulties encountered.

13. Plans; Housing Authority Duties. Article VII, first paragraph and Section 1 are hereby amended as follows:

The Director and the Housing Authority shall jointly prepare the Overall Housing Development Plans for the Housing Levy, provided that no further such plans shall be required after the 1995-1996 plan. The Housing Authority is responsible for preparing the Administrative and Financial Plans for the Large Family Program and the Operating and Maintenance Trust Fund through June 30, 1998. The Director and the Housing Authority may assist each other in developing and reviewing the individual Administrative and Financial Plans prepared by each of them. Such Plans are subject to approval by the City Council.

The Housing Authority shall:

1. Retain such personnel and procure such services as are deemed appropriate to develop the Large Family Housing and to administer the Operating and Maintenance Trust Fund until such time as responsibility for Trust Fund administration is transferred to the City.

~~2. Prepare manuals which set forth the process for developing units in the Large Family Program and for administering the Operating and Maintenance Trust Fund. The manuals shall be submitted to the Director for approval. Should the Director and the Housing Authority be unable to agree on approval of any manual or manuals, the dispute shall be submitted to a disinterested third party who shall be selected by the Oversight Committee. The decision of the disinterested third party shall be binding on the parties.~~

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~~3. Submit proposed development Projects to the Director, prior to final approval by the Housing Authority's Board of Commissioners, for review for consistency with the procedures and criteria established in the applicable Administrative and Finance Plan and the manual or manuals for the Large Family Program referenced in subparagraph 2 above.~~

24. Establish cost centers for the Large Family Program and the Operating and Maintenance Trust Fund; credit all money received from the Low-Income Housing Assistance Fund; make disbursements therefrom only for development and subsidization of the Housing in accordance with this Agreement and the approved Administrative and Financial Plans, and only in accordance with a properly signed invoice on file stating the purposes for which payment is made; adopt a system of internal control to assure proper application of funds; report to the City Comptroller on or before February 1 of each year as to the Levy Funds on hand as of December 31 of the prior year; promptly return uncommitted funds to the Housing Assistance Fund on not less than a yearly basis, unless otherwise specified in this Agreement or agreed to by the Director and the City Comptroller; and maintain such books and records as are satisfactory to the Auditor of the State of Washington and the City Comptroller and allow them access for audit purposes; and invest and keep invested any reserves or any advance disbursements from the Housing Assistance Fund in such investments as the Housing Authority is legally authorized to make and apply any investment proceeds to the appropriate account.

35. Promptly advise The City in writing as to those changes which require City approval under Article III, Section 4.

46. Comply with the utilization goals of The City's WBE/MBE ordinance, Chapter 20.46A SMC, and include in contracts of sale and other agreements for work and for services, the anti-discrimination/equality of opportunity provision provided in Section 20.44.030 SMC as existing or as amended or supplemented in the future.

57. Report as requested to the Oversight Committee or 1995 Levy Oversight Committee as required as to the progress of the Large Family Program and the Operating and Maintenance Trust Fund subsidies to Large Family Program projects, describing significant events since the last report and planned activities for the next reporting period; file with the Committee and the City Comptroller quarterly financial statements in accordance with GAAP and certified by the Housing Authority's financial officer; and file with the Committee and the City Comptroller annual audited financial statements certified by a reputable independent certified public accountant of the Housing Authority's choice. All reports shall be written.

68. Recommend to The City from time to time such adjustments in the Housing Levy or amendments to this Agreement as would improve it, further its purposes and objectives, increase the amount of financial assistance thereto from other governments and private sources, or obviate or reduce difficulties encountered.

79. Hold The City harmless from all suits, claims or liability arising from the acts or omissions of the Housing Authority, its agents or employees, and from all claims for

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unpaid wages, remuneration for services, liens, and remittances for supplies arising from the Large Family Program or arising from the Housing Authority's administration of the Trust Fund prior to July 1, 1992~~two Levy Programs~~; and in event any such suit be filed, the Housing Authority shall appear and defend the same, and if judgment be rendered or settlement be made against The City, shall to pay the same, provided, however, that the Housing Authority shall be liable only for loss, damage or expense flowing from the negligence or intentional acts or omissions of the Housing Authority or its agents or employees, and provided further that the Housing Authority shall have no obligation for contract liabilities that are disclosed on Exhibit A to this Agreement,~~which payment, along with all costs and expenses of such defense, shall be payable from the Low Income Housing Assistance Fund.~~

840. Reimburse The City for any expenditures made from Levy Funds by the Housing Authority that ~~which~~ were not approved by the Director or that ~~which~~ were approved by the Director or the City Comptroller based upon misrepresentations by the Housing Authority.

14. Oversight Committee. Article VIII, Section 5 is hereby amended as follows:

5. Oversight Committee. An Oversight Committee shall be established for the purpose of monitoring the progress of the Seattle Housing Levy Programs and reporting to the Mayor, the City Council and the Housing Authority Board of Commissioners. The Committee shall consist of eleven (11) voting members: one representative each appointed by the Mayor, the City Council, the Board of Commissioners of the Housing Authority, and the City Comptroller. In addition, the Mayor shall appoint and the City Council shall confirm one representative each from the private housing industry and the nonprofit housing agencies and two representatives from the general community; and the City Council shall appoint and confirm three representatives from the general community. Terms of the Mayoral and City Council appointees shall be staggered as follows:

A. One member appointed by the City Council and two members appointed by the Mayor shall serve three-year terms.

B. One member appointed by the City Council and one member appointed by the Mayor shall serve two-year terms.

C. One member appointed by the City Council and one member appointed by the Mayor shall serve one-year terms.

The successors of each appointee shall serve three-year terms.

The Oversight Committee has been dissolved due to the completion of the selection of projects funded by the Levy. To the extent that continuing oversight over 1986 Levy programs and projects is needed following dissolution of the Oversight

Committee, it shall be provided by the 1995 Levy Oversight Committee established pursuant to Ordinance 117711. At the request of the Housing Authority, reports of the 1995 Levy Oversight Committee concerning the 1986 Levy Large Family Program or the 1986 Levy Operating and Maintenance Trust Fund shall be provided to the Housing Authority Board of Commissioners.

15. **Termination.** Article VIII, Section 6 is hereby amended as follows:

6. **Termination.** Either party may terminate the Agreement ~~as to the uncommitted portion of the funds indicated in Article III, Section 1, or the amount remaining pursuant to a reallocation by the City Council,~~ upon thirty (30) days written notice to the other in the event:

A. A final judicial determination has been rendered which determines that this Agreement and/or the Housing Levy violates the law in any material respect, and the parties cannot agree within thirty (30) days upon amendments to bring the same into compliance with the decision of the court.

B. Both parties agree or assent thereto.

C. Either party has committed a material breach of the terms and conditions of this Agreement, by a single action or omission, or a series of repeated actions or omissions.

D. Changes in law shall deprive either party of the ability to perform the duties required by the Agreement.

Termination by The City under this paragraph may be authorized only by Ordinance. Termination by the Housing Authority under this paragraph may be authorized only with the concurrence of a majority of the members of its Board of Commissioners. Termination shall be by written notice delivered by the party terminating to the other party. The termination shall be effective thirty (30) days after giving such notice.

16. **Integration: Counterparts.** This Amendment culminates the negotiations and discussions between the City and the Housing Authority concerning the amendment of the Agreement, and supersedes all prior agreements, statements and intentions with respect to the amendment of the Agreement. This Amendment shall be executed in two counterparts, one for each of the parties, each of which shall be deemed to be an original, and the same instrument.

17. **Severability.** If any provision of this Amendment, or of the Agreement as amended hereby, shall be determined to be invalid, void, or unenforceable, such determination shall in no way affect, impair, or invalidate any other provision hereof or of the Agreement, and such other provisions shall remain in full force and effect. The deletion or modification, pursuant

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to the terms of this Amendment, of any provision of the Agreement shall not impair the validity of any action taken consistent with such provision prior to the effective date of such deletion or modification.

IN WITNESS WHEREOF The City and the Housing Authority have executed this Amendment this 29th day of July, 1998.

THE CITY OF SEATTLE

By Paul Schell
Paul Schell, Mayor

Pursuant to the authority of
Ordinance No. 119060

HOUSING AUTHORITY OF THE CITY OF
SEATTLE

By [Signature]
Executive Director

Pursuant to Resolution No. _____ of its
Commissioners

List of Exhibits

- A. Amount and Status of Contracts for Trust Fund Subsidies
- B. 1998 Budget - Housing Authority Trust Fund Projects

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Exhibit A
Amount and Status of Contracts for Trust Fund Subsidies

All contract amendments adopting subsidy budgets for 1998 have been executed. Except as reduced for low occupancy rate, or withheld for nonsubmittal of required reporting, the subsidies for the 1st. and 2nd quarter of calendar 1998 have been paid. The adopted budgets and the amounts paid to date in 1998 for contracted participants in the 1986 Housing Levy Operating and Maintenance Trust Fund are as follow:

SPONSOR	PROJECT	1998 BUDGET	Amount Paid 1st. Qtr.	Amount Paid 2nd Qtr.
Archdiocesan Housing Authority:	Aloha Inn	\$60,000	\$15,000.00	\$15,000.00
Archdiocesan Housing Authority:	Rose of Lima House	\$53,928	\$13482.00	\$13482.00
Therapeutic Health Services:	Ambassador Condo's	\$8,092	\$1,523.00	\$0.00
Community House:	George B. Apts.	\$29,485	\$7,371.25	\$0.00
Community Psychiatric Clinic:	Uden House	\$2,251	\$562.75	\$562.75
Consejo Counseling Service:	Las Brisas del Mar	\$32,994	\$8,248.50	\$8,248.50
El Centro de la Raza:	Ferdinand/Shulton	\$10,715	\$2,678.75	\$2,678.75
Goodwill Baptist Church:	Ardall Mitchell Home	\$17,097	\$4,274.25	\$4,274.25
Leighton Association:	Drug Free House	\$11,443	\$0.00	\$0.00
Leighton Association:	Congr Hag for Women	\$400	\$0.00	\$0.00
Lutheran Compass Center	Mary Witt	\$8,705	\$2,428.25	\$2,428.25
Lutheran Compass Center:	Miracle Manor	\$17,000	\$4,250.00	\$4,250.00
Manseway Evangelistic Ministries:	Dolly Austin Home	\$14,806	\$3,726.50	\$3,726.50
Salvation Army:	Hickman House	\$13,324	\$3,331.00	\$0.00
Seattle Mental Health Institute:	Hearing Imp. Project	\$12,857	\$3,184.25	\$3,184.25
United Indians of All Tribes Fdn.:	United Indians Youth Home	\$97,190	\$22,778.91	\$24,287.50
YMCA of Greater Seattle:	Columbia Court Apts.	\$20,000	\$5,002.25	\$3,878.74
Youth and Outreach Services:	Dove House	\$17,472	\$4,388.00	\$4,388.00
Seattle Emergency Housing:	Windermere	\$8,199	\$0.00	\$0.00
Seattle Emergency Housing:	East Union	\$13,014	\$0.00	\$0.00
Community Psychiatric Clinic:	Coach House	\$11,829	\$2,957.25	\$2,957.25
Multi-Faith AIDS Project	Multi-Faith AIDS House	\$10,334	\$2,002.20	\$1,840.74

Note: Amounts paid reflect activity through June 30, 1998

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Exhibit B

1998 Budget -- Housing Authority Trust Fund Projects

	PROJECT	1998 BUDGET	Amount Paid 1st. Qtr.	Amount Paid 2nd Qtr.
Seattle Housing Authority	Bryant Apts.	\$7,488	\$1,888.50	\$1,888.50
Seattle Housing Authority	Ravenna Springs Apt.	\$7,488	\$1,888.50	\$1,888.50
Seattle Housing Authority	ACRS Balcon	\$1,741	\$435.25	\$435.25
Seattle Housing Authority	Scattered Sites	\$8,208	\$1,562.00	\$1,562.00

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RESOLUTION NO. 4469

**RESOLUTION AMENDING THE HOUSING COOPERATION AGREEMENT
BETWEEN THE SEATTLE HOUSING AUTHORITY
AND THE CITY OF SEATTLE
TO SHIFT ADMINISTRATION OF THE
1986 HOUSING LEVY OPERATING AND MAINTENANCE TRUST FUND**

WHEREAS, the Seattle Housing Authority ("Authority") of the City of Seattle ("City") entered into a Housing Cooperation Agreement in 1987 calling for the Authority's administration of the 1986 Housing Levy Operating and Maintenance Trust Fund ("the 1986 Trust Fund"); and

WHEREAS, the Authority has since the implementation of the 1987 Housing Cooperation Agreement successfully administered the 1986 Trust Fund so that it is currently fully obligated; and

WHEREAS, the City and the Authority have decided in the interest of efficiency to consolidate administration of the 1986 Trust Fund with the 1995 Levy Trust Fund, which is currently administered by the City's Department of Housing and Human Services; and

WHEREAS, in order to effectuate the consolidation of the two funds the parties have agreed to amend the 1987 Housing Cooperation Agreement to provide for the transfer of responsibility for administration of the 1986 Trust Fund from the Authority to the City.

NOW, THEREFORE BE IT RESOLVED, that the 1987 Housing Cooperation Agreement be amended to provide for transfer of the administration of the 1986 Levy Operating and Maintenance Trust Fund from the Authority to the City and to provide for any changes to the Housing Cooperation Agreement required to effectuate this transfer the amendment to be in the form attached hereto, previously adopted by the Seattle City Council.

ADOPTED by a majority of the members of the Board of Commissioners and signed by me in open session in authentication of its passage this 20th day of July, 1998.


Chair

CERTIFIED BY:


Secretary-Treasurer

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Exhibit A to Ordinance

**AMENDMENT TO
HOUSING COOPERATION AGREEMENT
BETWEEN
THE CITY OF SEATTLE AND THE
HOUSING AUTHORITY OF THE CITY OF SEATTLE
FOR IMPLEMENTATION OF 1986 HOUSING LEVY PROGRAMS**

This Amendment is made between THE CITY OF SEATTLE ("City"), a Washington municipal corporation, and the HOUSING AUTHORITY OF THE CITY OF SEATTLE ("Housing Authority"), a Washington public body corporate and politic, to provide for modification of provisions set forth in the HOUSING COOPERATION AGREEMENT executed August 27, 1987, with respect to administration of the Operating and Maintenance Trust Fund and for certain other matters in connection with the implementation of the 1986 Housing Levy.

RECITALS

The \$49.975 million Housing Levy authorized by Seattle Ordinance 112904 and passed by Seattle voters in September 1986 (the "Levy") was designed to produce 1,000 units of housing for low-income households. As of December 31, 1997, all capital funds generated by the Levy have been obligated.

The Levy included an Operating and Maintenance Trust Fund program ("Trust Fund"), to be used to (1) lower rents on Levy funded units identified by the City and the Housing Authority, through payment of operating and maintenance costs, and (2) to pay the cost of fund administration.

Ordinance 112904 charged the Housing Authority with the responsibility of administering the Trust Fund, which responsibilities were more particularly set forth in the Housing Cooperation Agreement authorized by Ordinance 113562 and executed August 27, 1987 (the "Agreement").

The Trust Fund is intended to provide a 20-year subsidy life for all approved projects. As of December 31, 1997, approximately 230 units in 26 projects were receiving subsidies from the Trust Fund.

In 1995, as authorized by Seattle Ordinance 117711, Seattle voters approved levies of additional taxes totaling \$59.211 million for low-income housing (the "1995 Levy"). The 1995 Levy also provides for an operating and maintenance trust fund. Pursuant to Ordinance 117711 and the Administrative and Financial Plan adopted by the Seattle City Council by Ordinance 118258, the operating and maintenance trust fund for the 1995 Levy is administered by the Seattle Department of Housing and Human Services ("DHHS").

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The City Council, on recommendation of the Mayor and Director of DHHS, has found that a change in housing conditions has occurred such that it would better serve the purpose of the 1986 Levy to transfer administration of the Trust Fund to DHHS, and the City and the Housing Authority therefore desire to amend the provisions of the Housing Cooperation Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereby agree as follows (strikeouts indicate language hereby deleted from the Agreement and underlined language indicates additions to existing articles of the Agreement):

1. **Transfer of Administration.** Article I, Section 4, Subsection B is hereby amended as follows:

B. **Operating and Maintenance Trust Fund.** The Housing Authority will use Levy Funds to subsidize the Operating and Maintenance Costs of a portion of the housing units developed under the Housing Levy. The Levy Ordinance has allocated \$5 million to this Levy Program. Except as provided herein, the City Council may increase or decrease the allocation if it determines that changes in housing conditions have occurred such that the purpose of the Levy will best be served by a reallocation of funds. The City Council will determine general policies for the use and allocation of subsidy funds. ~~The Housing Authority will prepare specific guidelines for determining Projects eligible to receive subsidy and will include them in the annual Administrative and Financial Plans.~~ The administration of the Operating and Maintenance Trust Fund shall be, through June 30, 1998, the sole responsibility of the Housing Authority under the direction of its Board of Commissioners; provided, that in administering the Operating and Maintenance Trust Fund, the Housing Authority shall comply with the requirements of this Agreement and with the requirements of the Levy Ordinance. Effective July 1, 1998, the administration of the Operating and Maintenance Trust Fund shall be the responsibility of the City of Seattle.

2. **Definitions Amended.** The definitions of the following capitalized terms defined in Article II of the Agreement are hereby amended as follows. Such terms, wherever appearing in the Agreement or this Amendment, shall have the meanings set forth below, unless the context clearly requires otherwise:

1. "Administrative and Financial Plans" for any Levy Program at any time means the ~~annual~~ most recent plans for such program prepared by the Housing Authority and/or the Director, as the case may be for each Levy Program, and approved by the City Council.

5. "Department" means The City of Seattle Department of Community Development Housing and Human Services.

6. "Director" means the Director of The City of Seattle Department of Community Development Housing and Human Services.

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10. "Housing" means ~~any rental units produced pursuant to the Housing Levy Programs~~ low-income housing that is developed pursuant to the Large Family Program or is subsidized pursuant to the Trust Fund program, or both.

12.

E. "Operating and Maintenance Trust Fund" or "Trust Fund." The purpose of the Fund is to subsidize the cost of maintaining and operating a portion of the units developed under the Housing Levy Programs. Interest income from the Trust Fund, and the ~~principal~~ itself if approved by the City Council, will be used to pay the difference between rental income and operating expenses and to pay the ~~Housing Authority's~~ Housing Authority's costs of administering the Fund.

20. "Low-Income Housing Assistance Fund" or "Housing Assistance Fund" means the 1986 Housing Levy Account of the City's Low-Income Housing Fund, which account is the successor to the fund created by the Levy Ordinance into which a portion of the proceeds from the regular property tax levies for 1987 through and including 1994 were will be deposited to provide funds for the Housing Levy Programs.

3. **Definitions, New.** Article II of the Agreement is further amended by inserting the following definitions of capitalized terms. Such terms, wherever appearing in the Agreement or this Amendment, shall have the meanings set forth below, unless the context clearly requires otherwise:

3a. "City Comptroller" or "Comptroller" means the Director of Finance in the Executive Services Department of The City of Seattle.

10a. "Housing Assistance Plan" means the City's Consolidated Plan for Housing and Community Development.

11a. "Housing Authority Trust Fund Projects" means those Large Family Program projects for which Trust Fund subsidies have been provided, as shown in Exhibit B to this Amendment.

30a. "Seattle-Everett SMSA" means the Seattle-Bellevue-Everett Primary Metropolitan Statistical Area (PMSA).

4. **Large Family Housing for Extremely Low-Income Households.** Article III, Section 4, Subsections A and B are hereby amended as follows:

A. Units ~~shall~~ may be acquired by negotiated sale or in response to a request by the Housing Authority for proposals from developers, contractors, property owners or others desirous of providing housing or property. Real property may be acquired by

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negotiated sale or by lease if leasing is permitted by law. Requests for proposals shall be designed to encourage the submission of competitive proposals, and to maximize participation by minority and women-owned businesses consistent with SMC Chapter 20.46. Except when units are to be acquired under the turnkey method of development, the Housing Authority will obtain appraisals for all real property it purchases and will not pay more than fair market value. ~~All contracts for the development, acquisition, construction or rehabilitation of Housing shall be obligations of the Housing Authority.~~

B. Except as provided in Article IV, Section 5, and the Memorandum of Agreement between the parties dated December 16, 1997, or as required by any federal or other governmental regulation, the Housing shall, for a period of forty (40) years, be rented to Extremely Low-Income Households.

5. **Housing Authority Ownership**: Article III, Section 4, subsection F, is hereby amended as follows:

F. The Housing Authority shall be the owner, contract purchaser, or lessee of all Housing or property purchased or financed with Levy Funds for the Large Family Program. The property may be leased, mortgaged or otherwise encumbered to the extent permitted by law.

The Housing Authority shall acquire dwelling units and properties which satisfy the criteria described or referenced in this Agreement and which, in its discretion, are appropriate with respect to site location, unit costs, and design. Before approval by the Housing Authority's Board of Commissioners, projects shall be submitted to the Director for review for consistency with the Administrative and Financial Plan. Projects determined by the Director to be consistent with the Plan shall not be subjected to further review or approval by The City. Housing produced through the Large Family Program shall not be subject to the November 6, 1939, Cooperation Agreement between The City and the Housing Authority, as amended.

6. **Capitalization and Investment of Trust Fund**: Article IV, Section 1 is hereby amended as follows:

1. **Capitalization**. The City has allocated \$5,000,000 of Levy Funds to the Operating and Maintenance Trust Fund. The Operating and Maintenance Trust Fund will be fully funded no later than December 31, 1989. After funds have been deposited in the Low-Income Housing Assistance Fund, the amount may be changed by the City Council if it determines that changes in housing conditions have occurred such that the purpose of the Levy will best be served by the reallocation of funds. The Operating and Maintenance Trust Fund will be established and maintained by the City Comptroller. Monies in this fund shall be invested in securities investments authorized by law. All investment earnings shall accrue to the Operating and Maintenance Trust Fund.

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Levy proceeds allocated to the Trust Fund shall be disbursed to the Housing Authority by the City Comptroller in accordance with this Agreement. The City will be responsible for the administration, investment and reinvestment of Levy Funds. The Housing Authority shall assume responsibility for disbursed funds upon receipt of such funds. ~~The City shall provide the Housing Authority, on a quarterly basis, an accounting of monies available for the Trust Fund. The Housing Authority may request disbursement of Levy Funds for the Trust Fund in accordance with Article IV, Section 4 hereof, up to the total amount of funds available for the Trust Fund.~~

7. Administrative and Financial Plans. Article IV, Section 2 is hereby amended as follows:

2. Administrative and Financial Plan. The Housing Authority will submit an Administrative and Financial Plan for the calendar years 1987 and 1988 to the Oversight Committee and the City Council as soon after the execution of this Agreement as practicable. The Plan will include an operating subsidy budget and a budget for administration of the Trust Fund. Subsequent Administrative and Financial Plans will be submitted biennially, providing budgets for each calendar year in which the Housing Authority or the City expects to subsidize any of the Housing produced under the Levy. Administrative and Financial Plans for 1999-2000 and subsequent periods shall be prepared by the Director, and shall be submitted to the 1995 Levy Oversight Committee established pursuant to Ordinance 117711 together with Administrative and Financial Plans for 1995 Levy programs. The City Council will review and approve an Administrative and Financial Plan for the Trust Fund prior to or during The City's Annual Budget process. The Housing Authority Director shall submit Administrative and Financial Plans for the Trust Fund to the Director Housing Authority for review and comment at least sixty (60) days prior to the date they are scheduled to be considered by the City Council.

8. Administration. Article IV, Section 3 is hereby amended as follows:

3. Administration of the Trust Fund.

A. Through June 30, 1998, the Housing Authority shall determine the administration of the Trust Fund, which shall be described in the Administrative and Financial Plan. Projects funded through Housing Levy Programs administered by the Department requiring operating and maintenance subsidies through the Trust Fund shall be reviewed and approved jointly by the Director and the Housing Authority. The joint review process shall be outlined in the Administrative and Financial Plan for the Trust Fund. The Plan shall include definitions of Operating and Maintenance Costs, and shall describe the Housing Authority's review process to assure the fair and equitable allocation of subsidy among Large Family Program Projects. Notwithstanding these provisions, the Housing Authority shall, consistent with the policy direction provided by the City Council, determine the application and amount of subsidy for each Project.

B. As of July 1, 1998, the administration of the Operating and Maintenance Trust Fund shall be the sole responsibility of the City, acting through the Department of Housing and Human Services; however, the Housing Authority shall be responsible for compliance with program requirements with respect to the Large Family Trust Fund Projects. The Director shall determine the application and amount of subsidy for each project for calendar years 1999 and subsequent, and shall determine the form and terms of agreements to provide such subsidies, consistent with this Agreement as amended and applicable Administrative and Financial Plans adopted by the City Council; Provided, however, that those agreements pursuant to which Trust Fund subsidies are made available to the Housing Authority are subject to negotiation and approval by the Housing Authority.

C. From July 1, 1998 through December 31, 1998, The City shall administer the Trust Fund in a manner generally consistent with the Administrative and Financial Plan prepared by the Housing Authority and adopted by Ordinance 117937. Subject to requirements of applicable law, the City shall assume responsibility for contracts entered into by the Housing Authority with project sponsors or managers for subsidies from the Trust Fund, as enumerated in Exhibit A. The Housing Authority hereby assigns all rights and obligations under these contracts to the City, effective July 1, 1998, specifically including any rights of the Housing Authority to terminate such contracts.

D. The Housing Authority represents and warrants that the obligations of the Housing Authority under all contracts with third parties for subsidies from the Operating and Maintenance Trust Fund do not exceed the amounts shown on Exhibit A and that the status of each contract as of the date indicated is accurately shown on such Exhibit. The Housing Authority has provided the Director with complete and correct copies of all current contracts with third parties for subsidies from the Trust Fund, including all amendments thereto ("Contracts") and has provided or made available to the Director all files with correspondence, accounting data and supporting documentation for such Contracts. The Housing Authority represents and warrants that all of the Contracts are in full force and effect and that the Housing Authority has the right to assign its rights under the Contracts to the City. The Housing Authority shall cooperate fully with the City in resolving any issues that may arise with respect to the administration of the Contracts. The Housing Authority shall, promptly upon the request of the City, send written notice to the contracting party under any Contract terminating such Contract in accordance with its terms.

E. The parties agree that the City will continue subsidies from the Trust Fund for Housing Authority Trust Fund Projects for the remainder of calendar year 1998, pursuant to the budgets attached hereto as Exhibit B, and subject to continuing eligibility of the units in such Projects. The Housing Authority shall enter into a contract or contracts with the City for provision of Trust Fund subsidies to Housing Authority Trust Fund Projects for calendar year 1999 and subsequent years.

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so long as the Housing Authority Trust Fund Projects remain eligible for subsidy and so long as sufficient amounts are available in the Trust Fund for such projects and other properties subsidized under the Trust Fund, provided that any contracts for any project after the twentieth year of subsidy of such project shall be in the City's discretion. Such contract or contracts shall be on a form prepared by the City consistent with the then current Administrative and Financial Plan for the Trust Fund as approved by the City Council.

9. Disbursements to Housing Authority. Article IV, Section 4 is hereby amended as follows:

4. Disbursements of Levy Funds. Upon execution of this Agreement and approval of an Administrative and Financial Plan, the Housing Authority may request The City to disburse Levy Funds for operating and maintenance subsidies as follows, PROVIDED, that after June 30, 1998, disbursements to the Housing Authority will be limited to Housing Authority Trust Fund Projects, and that as a condition to further subsidies after 1998, the Housing Authority shall execute more particular agreements with the City with respect to subsidy of Housing Authority Trust Fund Projects, similar to those used by DHHS for other Trust Fund projects, the terms of which shall be acceptable to the Housing Authority and will supersede the provisions of this subsection:

On completion of a Project, the Housing Authority shall advise the Director, in a written invoice, that the Project is complete and ready for occupancy. The invoice shall state the amount of subsidy needed for the Project and the projected Operating and Maintenance Costs and Revenues for the first calendar year of operation. The invoice shall include a schedule of monthly subsidy payments (or other schedule agreed to by the Director, the Comptroller and the Housing Authority), a copy of the signed agreement to provide subsidy, and a certification by the Housing Authority that the enumerated costs are lawful.

The Director shall, within five (5) working days of receipt, review the invoice and accompanying documentation and either authorize payment of the invoice and so advise the City Comptroller, or notify the Housing Authority in writing of the reasons for disapproval of the invoice. The City Comptroller shall disburse the funds requested to the Housing Authority within ten (10) working days of receipt of authorization from the Director.

After approval of the initial invoice, all payments in the remaining budget year shall be made by the Comptroller in accordance with the approved schedule of subsidy payments. The City Comptroller shall disburse the funds to the Housing Authority by the first working day of the month or other payment period agreed to by the Director, the Comptroller and the Housing Authority. The amounts for individual Projects shall be aggregated into a single payment.

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On November 1 of each year in which the Housing Authority expects to subsidize Housing the following year, the Housing Authority shall submit an invoice to the Director covering all completed Projects which will be subsidized during the upcoming year. The invoice shall state the requested amount of periodic payments; state all the estimated Operating and Maintenance Costs and Projected Revenues for the upcoming calendar year; include a schedule of monthly subsidy payments (or other schedule agreed to by the Director, the Comptroller and the Housing Authority); and include a copy of the signed agreements to provide subsidy to non-Housing Authority Projects. The invoice and accompanying schedules shall indicate estimated Costs, projected Revenues and the amount of subsidy required for each Project. The invoice shall also contain a certification by the Housing Authority that the enumerated costs are lawful. If, during a calendar year, the Housing Authority determines that the subsidy payment requirements for the Housing owned by an individual corporation exceed the budget approved by the Housing Authority, the Housing Authority may submit a revised invoice and payment schedule to the Director.

The Director shall, within fifteen (15) working days of receipt, review the invoice and accompanying documentation and either authorize payment of the invoice and so advise the City Comptroller, or notify the Housing Authority in writing of the reasons for disapproval of the invoice. The City Comptroller shall, upon receipt of the Director's authorization, disburse funds per the agreed upon schedule. The amounts for individual Projects shall be aggregated into a single payment.

Any subsidy funds disbursed to the Housing Authority that are not paid out within eight (8) working days shall be deposited in an interest bearing account. The interest earned shall be reported to the Director and credited to the next invoice. If no invoice is submitted to the Director within the next twelve (12) months, the Housing Authority shall return all undisbursed funds, and accrued interest, to the City Comptroller for deposit in the Housing Assistance Fund.

10. Adequacy of Funds. Article IV, Section 5 is hereby amended as follows:

5. Adequacy of Funds: Remedies. Should monies allocated from in the Trust Fund or from federal operating subsidies be insufficient to cover the cost of operating and maintaining Housing Authority Trust Fund Large Family Program Projects and the Housing Authority's cost of administering the Trust Fund, the Housing Authority may request in writing that The City provide additional subsidy for such Projects the Fund. If The City does not provide sufficient additional subsidy within ninety (90) days of the date of the request, the Housing Authority may, in the order described:

- A. Seek subsidies from other sources;
- B. Rent Large Family Program units in Housing Authority Trust Fund Projects to Very Low-Income or Low-Income Households as units become vacant;

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C. If A and B above do not or are not expected to produce sufficient additional Revenues, the Housing Authority may, after a formal written determination by the Housing Authority's Board of Commissioners that sufficient additional Revenues have not been or can not be produced, offer to sell Projects requiring additional subsidy to The City. Such offers shall be made in writing to the Director who shall have forty-five (45) days from the date of receipt to accept or reject the offer. The City's failure to deliver written acceptance of the offer to the Housing Authority within the forty-five (45) day period shall constitute a rejection. The purchase price shall be equal to the amount of accumulated deficits for the Projects, ~~including a pro-rata portion of the Housing Authority's costs of administering the Trust Fund.~~ Closing shall take place within thirty (30) days after The City's acceptance;

D. Sell the Projects requiring additional subsidy on such terms and conditions as the Housing Authority shall choose if A and B above do not produce sufficient additional Revenues and if The City declines to purchase the Projects. The proceeds of any such sale shall be applied first to reimburse the Housing Authority for any accumulated deficits incurred by it in operating the Large Family Housing Projects sold ~~and the pro-rata cost of administering the Operating and Maintenance Trust Fund.~~ The remainder of any sale proceeds shall be remitted to the City Comptroller for deposit in the Low-Income Housing Assistance Fund.

11. Administrative Expenses. Article V is hereby amended as follows:

The City has allocated \$2.5 million to the Department and the Housing Authority for administrative expenses. The Housing Authority's budget for administrative expenses for the Large Family Program in 1988 shall be included in the Department's annual budget submittal. Upon execution of this Agreement the Director shall process the Housing Authority's invoice for expenses incurred since January 1, 1987, including the payment of interest costs incurred in administration of Levy programs. Thereafter, the Housing Authority will invoice the Director for reimbursement of expenses on a monthly basis, up to the approved budget amount. The Housing Authority's budget for administrative expenses may be modified consistent with The City's policy and process for such modifications.

The Director shall, within five (5) working days of receipt, review the invoice and accompanying documentation and either authorize payment of the invoice and so advise the City Comptroller, or notify the Housing Authority in writing of the reasons for disapproval of the invoice. The City Comptroller shall disburse the funds requested to the Housing Authority within ten (10) working days of receipt of authorization from the Director. The invoice shall also contain a certification by the Housing Authority that the enumerated administrative expenses were lawfully incurred incident to administration of the Large Family Program.

As of June 30, 1998 the City's obligation to pay the Housing Authority for the expenses of administering the Trust Fund shall cease and the City shall be entitled to

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return of any Trust Fund moneys then held by the Housing Authority, except to the extent such moneys are required to discharge accrued obligations of the Housing Authority properly attributable to the Trust Fund program and not assumed by the City under this Agreement, as documented by the Housing Authority to the satisfaction of the City no later than September 30, 1998.

12. City Responsibilities. Article VI, Sections 1 and 2 are hereby amended as follows:

1. The City of Seattle. To assist the Housing Authority in the administration of the Large Family Program and the Operating and Maintenance Trust Fund, The City shall:

A. Provide personnel as necessary to carry out building and safety code inspections, processing and issuance of permits and certificates of occupancy, and processing of other required approvals for the development of dwelling units.

B. Audit as necessary or appropriate to assure compliance with this Agreement and applicable law.

C. ~~Review and approve annual Administrative and Financial Plans for the Large Family Program and the Trust Fund.~~ Assume responsibility for administration of the Operating and Maintenance Trust Fund effective July 1, 1998.

D. ~~Report, on a quarterly basis, the monies available for the Large Family Program and the Trust Fund.~~

E. ~~Provide such other and further assistance as The City in its discretion may deem proper, or may undertake by agreement.~~

2. The Director. To assist the Housing Authority in the administration of the Large Family Program and the Trust Fund, the Director shall:

A. ~~Review annually~~ the Administrative and Financial Plans for the Large Family Program and the Trust Fund before submittal to the City Council. Exceptions or modifications to these Plans will be reviewed and approved consistent with the processes identified in the approved Plans. ~~Upon receipt of a written request to approve exceptions or modifications, the Director shall promptly review the request and provide a written response to the Housing Authority within ten (10) working days.~~

B. ~~Review the Housing Authority's annual budget for administrative expenses and include it in the Department's administrative budget as part of The City's Annual Budget process, and review and process modifications to the budget consistent with the process.~~

C. ~~Review and approve any manual or manuals submitted pursuant to Article VII, Section 2, within thirty (30) days of submission.~~

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~~D. Promptly review proposed development Projects prior to final approval by the Housing Authority's Board of Commissioners for consistency with the approved Administrative and Financial Plan for the Large Family Program. When disbursement from the Low Income Housing Assistance Fund is requested, the Director shall forward approved paperwork to the City Comptroller within five (5) working days of receipt, or notify the Housing Authority in writing of its reason for disapproval within five (5) working days. If no disbursement is requested, the Director shall notify the Housing Authority in writing of its approval or disapproval within five (5) working days.~~

~~E. Jointly review and approve with the Housing Authority Projects which require operating and maintenance subsidies through the Trust Fund. The review shall be consistent with the process outlined in the Administrative and Financial Plan for the Trust Fund, BF. Recommend to The City from time to time such adjustments in the Housing Levy or amendments to this Agreement as would improve it, further its purposes and objectives, increase the amount of financial assistance thereto from other governments and private sources, or obviate or reduce difficulties encountered.~~

13. **Plans; Housing Authority Duties.** Article VII, first paragraph and Section 1 are hereby amended as follows:

The Director and the Housing Authority shall jointly prepare the Overall Housing Development Plans for the Housing Levy, provided that no further such plans shall be required after the 1995-1996 plan. The Housing Authority is responsible for preparing the Administrative and Financial Plans for the Large Family Program and the Operating and Maintenance Trust Fund through June 30, 1998. The Director and the Housing Authority may assist each other in developing and reviewing the individual Administrative and Financial Plans prepared by each of them. Such Plans are subject to approval by the City Council.

The Housing Authority shall:

1. Retain such personnel and procure such services as are deemed appropriate to develop the Large Family Housing and to administer the Operating and Maintenance Trust Fund until such time as responsibility for Trust Fund administration is transferred to the City.

~~2. Prepare manuals which set forth the process for developing units in the Large Family Program and for administering the Operating and Maintenance Trust Fund. The manuals shall be submitted to the Director for approval. Should the Director and the Housing Authority be unable to agree on approval of any manual or manuals, the dispute shall be submitted to a disinterested third party who shall be selected by the Oversight Committee. The decision of the disinterested third party shall be binding on the parties.~~

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~~3. Submit proposed development Projects to the Director, prior to final approval by the Housing Authority's Board of Commissioners, for review for consistency with the procedures and criteria established in the applicable Administrative and Finance Plan and the manual or manuals for the Large Family Program referenced in subparagraph 2 above.~~

24. Establish cost centers for the Large Family Program and the Operating and Maintenance Trust Fund; credit all money received from the Low-Income Housing Assistance Fund; make disbursements therefrom only for development and subsidization of the Housing in accordance with this Agreement and the approved Administrative and Financial Plans, and only in accordance with a properly signed invoice on file stating the purposes for which payment is made; adopt a system of internal control to assure proper application of funds; report to the City Comptroller on or before February 1 of each year as to the Levy Funds on hand as of December 31 of the prior year; promptly return uncommitted funds to the Housing Assistance Fund on not less than a yearly basis, unless otherwise specified in this Agreement or agreed to by the Director and the City Comptroller; and maintain such books and records as are satisfactory to the Auditor of the State of Washington and the City Comptroller and allow them access for audit purposes; and invest and keep invested any reserves or any advance disbursements from the Housing Assistance Fund in such investments as the Housing Authority is legally authorized to make and apply any investment proceeds to the appropriate account.

25. Promptly advise The City in writing as to those changes which require City approval under Article III, Section 4.

46. Comply with the utilization goals of The City's WBE/MBE ordinance, Chapter 20.46A SMC, and include in contracts of sale and other agreements for work and for services, the anti-discrimination/equality of opportunity provision provided in Section 20.44.030 SMC as existing or as amended or supplemented in the future.

57. Report as requested to the Oversight Committee or 1995 Levy Oversight Committee as required as to the progress of the Large Family Program and the Operating and Maintenance Trust Fund subsidies to Large Family Program projects, describing significant events since the last report and planned activities for the next reporting period; file with the Committee and the City Comptroller quarterly financial statements in accordance with GAAP and certified by the Housing Authority's financial officer; and file with the Committee and the City Comptroller annual audited financial statements certified by a reputable independent certified public accountant of the Housing Authority's choice. All reports shall be written.

68. Recommend to The City from time to time such adjustments in the Housing Levy or amendments to this Agreement as would improve it, further its purposes and objectives, increase the amount of financial assistance thereto from other governments and private sources, or obviate or reduce difficulties encountered.

79. Hold The City harmless from all suits, claims or liability arising from the acts or omissions of the Housing Authority, its agents or employees, and from all claims for

unpaid wages, remuneration for services, liens, and remittances for supplies arising from the Large Family Program or arising from the Housing Authority's administration of the Trust Fund prior to July 1, 1998~~two Levy Programs~~; and in event any such suit be filed, the Housing Authority shall appear and defend the same, and if judgment be rendered or settlement be made against The City, shall to pay the same, provided, however, that the Housing Authority shall be liable only for loss, damage or expense flowing from the negligence or intentional acts or omissions of the Housing Authority or its agents or employees, and provided further that the Housing Authority shall have no obligation for contract liabilities that are disclosed on Exhibit A to this Agreement, which payment, along with all costs and expenses of such defense, shall be payable from the Low Income Housing Assistance Fund.

840. Reimburse The City for any expenditures made from Levy Funds by the Housing Authority that ~~which~~ were not approved by the Director or that~~which~~ were approved by the Director or the City Comptroller based upon misrepresentations by the Housing Authority.

14. Oversight Committee. Article VIII, Section 5 is hereby amended as follows:

5. Oversight Committee. An Oversight Committee shall be established for the purpose of monitoring the progress of the Seattle Housing Levy Programs and reporting to the Mayor, the City Council and the Housing Authority Board of Commissioners. The Committee shall consist of eleven (11) voting members: one representative each appointed by the Mayor, the City Council, the Board of Commissioners of the Housing Authority, and the City Comptroller. In addition, the Mayor shall appoint and the City Council shall confirm one representative each from the private housing industry and the nonprofit housing agencies and two representatives from the general community; and the City Council shall appoint and confirm three representatives from the general community. Terms of the Mayoral and City Council appointees shall be staggered as follows:

A. One member appointed by the City Council and two members appointed by the Mayor shall serve three-year terms.

B. One member appointed by the City Council and one member appointed by the Mayor shall serve two-year terms.

C. One member appointed by the City Council and one member appointed by the Mayor shall serve one-year terms.

The successors of each appointee shall serve three-year terms.

The Oversight Committee has been dissolved due to the completion of the selection of projects funded by the Levy. To the extent that continuing oversight over 1986 Levy programs and projects is needed following dissolution of the Oversight

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Committee, it shall be provided by the 1995 Levy Oversight Committee established pursuant to Ordinance 117711. At the request of the Housing Authority, reports of the 1995 Levy Oversight Committee concerning the 1986 Levy Large Family Program or the 1986 Levy Operating and Maintenance Trust Fund shall be provided to the Housing Authority Board of Commissioners.

15. **Termination.** Article VIII, Section 6 is hereby amended as follows:

6. **Termination.** Either party may terminate the Agreement ~~as to the uncommitted portion of the funds indicated in Article III, Section 1, or the amount remaining pursuant to a reallocation by the City Council,~~ upon thirty (30) days written notice to the other in the event:

A. A final judicial determination has been rendered which determines that this Agreement and/or the Housing Levy violates the law in any material respect, and the parties cannot agree within thirty (30) days upon amendments to bring the same into compliance with the decision of the court.

B. Both parties agree or assent thereto.

C. Either party has committed a material breach of the terms and conditions of this Agreement, by a single action or omission, or a series of repeated actions or omissions.

D. Changes in law shall deprive either party of the ability to perform the duties required by the Agreement.

Termination by The City under this paragraph may be authorized only by Ordinance. Termination by the Housing Authority under this paragraph may be authorized only with the concurrence of a majority of the members of its Board of Commissioners. Termination shall be by written notice delivered by the party terminating to the other party. The termination shall be effective thirty (30) days after giving such notice.

16. **Integration; Counterparts.** This Amendment culminates the negotiations and discussions between the City and the Housing Authority concerning the amendment of the Agreement, and supersedes all prior agreements, statements and intentions with respect to the amendment of the Agreement. This Amendment shall be executed in two counterparts, one for each of the parties, each of which shall be deemed to be an original, and the same instrument.

17. **Severability.** If any provision of this Amendment, or of the Agreement as amended hereby, shall be determined to be invalid, void, or unenforceable, such determination shall in no way affect, impair, or invalidate any other provision hereof or of the Agreement, and such other provisions shall remain in full force and effect. The deletion or modification, pursuant

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to the terms of this Amendment, of any provision of the Agreement shall not impair the validity of any action taken consistent with such provision prior to the effective date of such deletion or modification.

IN WITNESS WHEREOF The City and the Housing Authority have executed this Amendment this ____ day of _____, 1998.

THE CITY OF SEATTLE

By _____
Paul Schell, Mayor

Pursuant to the authority of
Ordinance No. _____

HOUSING AUTHORITY OF THE CITY OF
SEATTLE

By _____
Executive Director

Pursuant to Resolution No. _____ of its
Commissioners

List of Exhibits

- A. Amount and Status of Contracts for Trust Fund Subsidies
- B. 1998 Budget - Housing Authority Trust Fund Projects

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City of Seattle

Paul Schell, Mayor

Department of Housing & Human Services

Venerria L. Knox, Director

MEMORANDUM

June 8, 1998

TO: The Honorable Sue Donaldson, President, Seattle City Council

VIA: Anne Fiske-Zuniga, Director, City Budget Office

ATTN.: Elma Borbe, Budget Analyst

FROM: Venerria L. Knox, Director *Venerria L. Knox*

SUBJECT: Legislation to Authorize Transfer of the Administration of the Operating and Maintenance Trust Fund for the 1986 Housing Levy from the Seattle Housing Authority to DHHS

The attached proposed ordinance would transfer administration of the Operating and Maintenance Trust Fund for the 1986 Housing Levy from the Seattle Housing Authority to the Department of Housing and Human Services (DHHS), consistent with the administration of the Operating and Maintenance Trust Fund for the 1995 Housing Levy. The legislation would create a position in DHHS to administer the Trust Funds for both levies and appropriate funds for the position, to be reimbursed from the Trust Funds. The transfer of administrative responsibilities for the 1986 Levy Trust Fund requires amendment to the 1987 Housing Cooperation Agreement between the City and the Seattle Housing Authority (SHA) with respect to the 1986 Levy.

Background

The 1986 Housing Levy authorized for submission to Seattle voters by Ordinance 112904 included provision for an Operating and Maintenance Trust Fund to be used to lower rents on some levy-funded units by subsidizing operating and maintenance costs. Trust Fund interest earnings were also to pay for the costs of administering the Trust Fund.

Ordinance 112904 provided that SHA was to have responsibility for Trust Fund administration and the Large Family Program. The specifics of the division of responsibilities between SHA and the City were set forth in a Housing Cooperation Agreement authorized by Ordinance 113562 and the agreement was executed on August 27, 1987.

Housing and Community Services Division

618 Second Avenue, 6th Floor, Seattle, WA 98104-2232

Tel: (206) 386-1001. Fax: (206) 233-7117, TTY/TDD: (206) 684-0274

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The Honorable Sue Donaldson

June 8, 1998

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SHA and the City jointly approved projects which were to receive subsidies from the Operating and Maintenance Trust Fund. A total of 230 units in 26 projects were ultimately approved for Trust Fund subsidies. Contrary to initial expectations, most of the projects receiving subsidies are not owned by SHA, but by non-profit organizations subject to monitoring by DHHS under capital funding contracts. All 1986 Levy capital funds have been committed, and the Trust Fund is the only 1986 Levy program that remains active.

Proposed Action

The proposed ordinance includes the actions necessary to consolidate administration of the 1986 Levy Operations and Maintenance Trust Fund ("Trust Fund") in the Department of Housing and Human Services, together with administration of the 1995 Levy Operations and Maintenance Trust Fund.

The primary vehicle for accomplishing the transfer of responsibility for the 1986 Trust Fund from SHA to DHHS is an amendment to the 1987 Housing Cooperation Agreement between the City and SHA. The proposed amendment has been negotiated with SHA's counsel, and is scheduled for action by the SHA Board of Commissioners. The amendment provides for the transfer to occur on July 1, 1998, with some transitional provisions whereby the City will administer the Trust Fund in accordance with agreements and budgets established by SHA for the remainder of 1998. New agreements with Trust Fund recipients, including SHA, will be negotiated for 1999.

The amendment consolidates preparation of future Administrative and Financial Plans for the Trust Fund with plans for the 1995 Levy, and provides that oversight of the 1986 Trust Fund program will be provided by the 1995 Levy Oversight Committee. It also includes miscellaneous revisions and deletions that deal with provisions or references that are now inapplicable or outdated.

The proposed ordinance assigns responsibility for 1986 Trust Fund administration to DHHS, and creates one new position of Community Development Specialist in the Department to administer both the 1986 and 1985 Trust Fund programs. Funds are appropriated from the DHHS Operating Fund to support the new position for the second half of 1998, to be reimbursed from the 1986 and 1995 Trust Funds.

The ongoing costs of administering both Trust Funds in DHHS will be approximately \$70,000 annually, adjusted for inflation. This is compared to previous estimates by SHA of \$70,000 for administering the 1986 Trust Fund alone, and estimates by DHHS of \$50,000 annually for administration of the 1995 Trust Fund. The proposed consolidation is expected to save up to \$50,000 per year, which will increase the capacity of both Trust Funds to provide operations and maintenance subsidies for extremely low income housing.

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The Honorable Sue Donaldson
June 8, 1998
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The actions included in the legislation were discussed by the 1995 Housing Levy Oversight Committee in late 1997. At their January 20, 1998, meeting, the Oversight Committee voted unanimously to recommend that City Council approve legislation necessary to permit DHHS to begin administering the 1986 and 1995 Levy Operating and Maintenance Trust fund Programs as soon as possible.

For additional information, please call Rick Hooper at 684-0338 or Janeen Smith at 684-0211.

Attachments

cc: Julie Wade, SHA
Martha Dilts, DHHS
Rick Hooper, DHHS
Janeen Smith, DHHS

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Fiscal Note

Each piece of legislation that is financial in nature will be accompanied by a fiscal note. The fiscal note should be drafted by department staff and will identify operating, capital, revenue and FTE impacts of the legislation.

Department:	Contact Person/Phone #:	CBO Analyst/Phone #:
Housing & Human Services	Janeen Smith 684-0211	Elma Borbe 684-8687
Legislation Title:		
AN ORDINANCE relating to low-income housing; authorizing an amendment to the Housing Cooperation Agreement authorized by Ordinances 112904 and 113562 between The City of Seattle and the Housing Authority of the City of Seattle concerning the 1986 Seattle Housing Levy; making changes in the 1986 Housing Levy Operating and Maintenance Trust Fund program to provide for administration by the Department of Housing and Human Services, and creating a position in such department; appropriating funds for such position and increasing expenditure allowances in the 1998 budget of the Department of Housing and Human Services; repealing a section of Ordinance 115889, and ratifying and confirming prior acts, all by a three-fourths vote of the City Council.		
Summary of the Legislation:		
(1) Makes finding of changed conditions that support changes in the administration of the 1986 Levy Operations and Maintenance Trust Fund ("Trust Fund"); (2) authorizes an amendment to the 1987 Housing Cooperation Agreement between the City of Seattle and the Seattle Housing Authority (SHA) regarding responsibility for the 1986 Housing Levy, which transfers responsibility for administration of the Trust Fund from SHA to DHHS and deletes or revises certain definitions and miscellaneous provisions which are outdated; (3) provides authority for DHHS to administer the Trust Fund; (4) references provisions in Ordinance 112904 that are no longer applicable; (5) makes provision for complementary changes in levy Administrative and Financial Plans; (6) creates a position in DHHS to administer the Trust Fund; (7) appropriates funds for the new position from the DHHS operating fund, to be reimbursed from the 1986 and 1995 Levy Operations and Maintenance Trust Fund subfunds; and (8) ratifies and confirms prior actions.		
Background (include justification for the legislation and funding history, if applicable):		
The Seattle Housing Authority (SHA) has administered the Trust Fund for the 1986 Levy since inception. However, most of the projects receiving Trust Fund subsidies are not SHA projects, but projects owned by nonprofits that are subject to monitoring by DHHS under capital funding contracts. The 1995 Levy Trust Fund is administered by DHHS, so there are efficiencies (and cost savings) to be achieved by consolidating the administration of the 1986 and 1995 Operations and Maintenance Trust Fund programs in DHHS. This action has been recommended by the Levy Oversight Committee. Administration of the levy trust funds is paid from trust fund interest earnings.		
Sustainability Issues (related to grant awards):		
Not applicable.		

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Estimated Expenditure Impacts:

Fund	1998	1999*	2000*
DHHS Operating Fund			
PS Personal Services	\$28,000	\$61,340	\$64,760
OC Other Charges	3,350	7,000	7,100
CO Capital Outlay	4,500		
Total	\$35,850	\$68,340	\$71,860

One-time \$4,500 On-going \$68,340

*To be included in 1999-2000 DHHS budget.

Estimated Revenue Impacts:

Fund	1998	1999*	2000*
DHHS Operating Fund	\$35,850	\$68,340	\$71,860
(to be reimbursed from Fund 164-20 and Fund 164-12)			
Total	\$35,850	\$68,340	\$71,860

One-time \$ 4,500 On-going \$68,340

*To be included in 1999-2000 DHHS budget.

Estimated FTE Impacts:

Fund	1998	1999	2000
To be reimbursed from Fund 164-20 and Fund 164-12.	0.5 FTE	1.0 FTE	1.0 FTE
Total	0.5 FTE	1.0 FTE	1.0 FTE

Full Time 1.0 # Part Time _____ # Part Time _____

Do positions sunset in the future? If so, when?

Yes, when 1986 and/or 1995 Levy Trust Funds have been depleted and funding for operating subsidies and costs of administering the Trust Funds is no longer available. (See below.)

Other issues (including long-term implications of the legislation):

Funding plans for the 1986 Levy Trust Fund provide for Trust Fund operation through 2016, including costs of administration. Funding plans for the 1995 Levy assume Trust Fund operation through 2022, including provision for costs of Trust Fund administration.


The most recent (1995-1996) adopted Administrative and Financial Plan for the 1986 Trust Fund budgeted \$65,043 for fund administration by SHA in 1996. Actual SHA invoices for Trust Fund administration totalled \$58,266.42 in 1996 and \$58,361.32 in 1997.

The adopted Administrative and Financial Plan for the 1995 Levy provided for \$14,600 for Trust Fund administration in 1997 and 1998, none of which has been added to DHHS operating budgets to date. The 1999-2000 Administrative and Financial Plan for the Trust Funds is currently in preparation. Costs attributable to the 1995 Levy Trust Fund will increase as more projects come on line, so that administrative costs are expected to be split equally between the two Trust Funds in the longer term.

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SEATTLE CITY ATTORNEY
MARK H. SIDRAN

MEMORANDUM

TO: Theresa Dunbar, Lisa Witter
FROM: Hugh Tobin 
SUBJECT: Housing Cooperation Agreement Ordinance
DATE: June 8, 1998

The attached ordinance does not yet have the exhibits to the enclosed amendment to the 1987 agreement. I understand that these are being prepared by the Seattle Housing Authority staff and are expected to be provided before Council would act on the ordinance.

If there are any legal questions on the ordinance or amendment, please call me at 60074.

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TIME AND DATE STAMP

RECEIVED

JUN 10 1998

SPONSORSHIP

PETER STEINBRUECK
COUNCIL MEMBER

THE ATTACHED DOCUMENT IS SPONSORED FOR FORWARDING TO THE CITY COUNCIL BY
THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

Peter Steinbrueck

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO: _____

PRESIDENT'S SIGNATURE

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STATE OF WASHINGTON - KING COUNTY

95360
City of Seattle, City Clerk

No. ORD IN FULL

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:ORD 119060

was published on
07/14/98

The amount of the fee charged for the foregoing publication is the sum of \$ _____, which amount has been paid in full.

Subscribed and sworn to before me on
07/14/98

[Signature]
Notary Public for the State of Washington,
residing in Seattle

Affidavit of Publication

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