



**South Sound Housing Affordability Partners
Executive Board**

AMENDED Meeting Agenda

3602 Pacific Ave Tacoma, WA 98418 | Muckleshoot Conference Room

Dial: 253-215-8782 Meeting ID: 983 7464 3754

Webinar Link: <https://piercecountywa.zoom.us/j/98374643754>

July 1, 2022 8:30 a.m.

Chair Mayor Victoria Woodards, Vice Chair Council Member Hunter George, Mayor Nancy Backus, Councilmember Kevin Ballard, Mayor Daryl Eiding, Mayor Kim Roscoe, Mayor Tracie Markley, Councilmember Linda Farmer, Mayor Shanna Styron Sherrell, Executive Bruce Dammeier, Councilmember Ryan Mello, Councilmember Annette Bryan, Deputy Mayor Ned Witting, Councilmember Charla Neuman, Mayor Dick Muri, Councilmember Denise McCluskey, Councilmember Christi Keith (Alternate), Councilmember Lisa McClellan (Alternate), Councilmember Jim Andrews (Alternate), Mayor Jason Whalen (Alternate), Mayor Steve Worthington (Alternate)

I. CALL TO ORDER

8:30

ROLL CALL

INTRODUCTORY QUESTION

Question: What are your plans for July 4th?

II. REVIEW AGENDA/AGENDA MODIFICATIONS

III. CONSENT AGENDA

ATTACHMENTS: Minutes of June 3, 2022 Executive Board meeting

[Attachment Link](#)

Action: Motion to approve the Consent Agenda

IV. PUBLIC COMMENT

This is the time set aside for the public to comment on Resolutions. To request to speak virtually, please press the Raise Hand button near the bottom of your Zoom window or *9 on your phone; if speaking in person, please sign in on the on the public comment form in the conference room. Your name or the last four digits of your phone number will be called out when it is your turn to speak.

The Executive Board meeting can be heard by dialing 253-215-8782 or through Zoom at <https://piercecountywa.zoom.us/j/98374643754> and entering the Meeting ID 983 7464 3754. Written comments may be submitted to jason.gauthier@piercecountywa.gov Friday before 8:00 a.m. prior to the monthly Executive Board meeting for the Public Comment period. Comments will be compiled and sent to the Executive Board and posted on the SSHA³P website at: piercecountway.gov/sshap

V. PRESENTATIONS & RESOLUTIONS

A. Middle Housing Grant

8:50 – 9:05

Purpose: Middle Housing Grant overview presentation by Anne Fritzel, Housing Programs Manager, Department of Commerce.

Action: Questions for Anne Fritzel

ATTACHMENTS: Middle Housing Grant Presentation

[Attachment Link](#)

B. Resolution 2022-05

9:05 – 9:20

Purpose: A RESOLUTION OF THE EXECUTIVE BOARD OF THE SOUTH SOUND HOUSING AFFORDABILITY PARTNERS (“SSHA³P”) APPROVING THE SUBMISSION OF A SUBREGIONAL MIDDLE HOUSING GRANT

ATTACHMENTS: Middle Housing Grant Scope of Work and Budget
Resolution 2022-05
Exhibit A – SSHA³P IGA
Attachment B - SSHA³P 2022 Work Plan

[Attachment Link](#)
[Attachment Link](#)
[Attachment Link](#)
[Attachment Link](#)

Action: Motion to approve Resolution No. 2022-05

C. Resolution 2022-04

9:20 – 9:40

Purpose: A RESOLUTION OF THE EXECUTIVE BOARD OF THE SOUTH SOUND HOUSING AFFORDABILITY PARTNERS (“SSHA³P”) ADOPTING THE 2022 SSHA³P WORK PLAN

ATTACHMENTS: SSHA³P Work Plan Presentation
Resolution 2022-04

[Attachment Link](#)
[Attachment Link](#)

Action: Motion to approve Resolution No. 2022-04

D. 2023 Legislative Agenda Presentation

9:40 – 9:50

Purpose: Provide the Executive Board a historical overview of SSHA³P Legislative Agenda setting process and options to consider for the development of the 2023 SSHA³P State Legislative Agenda.

Action: Questions and direction for staff.

ATTACHMENTS: Legislative Agenda Presentation

[Attachment Link](#)

VI. REPORT BY THE SSHA³P MANAGER

VII. UPDATES/COMMENTS OF THE EXECUTIVE BOARD

VIII. ADJOURN



**South Sound Housing Affordability Partners
Executive Board Meeting Minutes**

June 3, 2022

8:30 – 10:00 a.m.

Executive Board: Mayor Nancy Backus, City of Auburn - present
Councilmember Kevin Ballard, City of DuPont - present
Mayor Daryl Eiding, City of Edgewood - present
Mayor Kim Roscoe, City of Fife - present
Vice Chair, Councilmember Hunter George, City of Fircrest - present
Mayor Tracie Markley, City of Gig Harbor - present
Councilmember Linda Farmer, City of Lakewood - present
Mayor Shanna Styron Sherrell, City of Milton - present
Executive Bruce Dammeier, Pierce County - present
Councilmember Ryan Mello, Pierce County - present
Deputy Mayor Ned Witting, City of Puyallup - present
Councilmember Annette Bryan, Puyallup Tribe - present
Mayor Dick Muri, Town of Steilacoom – excused - present
Councilmember Charla Neuman, City of Sumner - present
Chair, Mayor Victoria Woodards, City of Tacoma - excused
Councilmember Denise McCluskey, City of University Place - present

Staff: Jason Gauthier, SSHA³P Manager
John Howell, Consultant, Cedar River Group
Becki Foutz, Administrative Assistant
Bryan Barmore, Office Assistant

Guests: Annette Bryan, Bryan Schmid, Councilmember Christi Keith (Edgewood-alternate), Cynthia Stewart, Evan Smith, Felicia Medlen, Jim Henderson, Kacey Guin, Katie Baker, Kennith George, Marty Kooistra, Paul Loveless, Robin Boster-Grant, Taylor Jones, Heather Moss, Joanne Gutierrez, Melanie Harding, Jim Andrews (Fircrest-alternate)

MINUTES

TOPIC/ WHO	DISCUSSION	ACTION
Call to Order	Councilmember George called the meeting to order. SSHA³P Manager Gauthier called roll, per above; (there was a quorum.)	

TOPIC/WHO	DISCUSSION	ACTION
Icebreaker	<p>What are three words to describe your plans for this Summer?</p> <p>Executive Dammeier – Africa ,wedding, beach Councilmember Bryan– reelected, Hawaii, family time Mayor Sterrell - camping, boating, community Mayor Roscoe – backyard, ADU, site prep Councilmember McCluskey - family, fun, food Deputy Mayor Witting – water, woods, wind Councilmember Mello – sun, travel, rooftop Mayor Backus – in-person community festivals Councilmember Ballard – golf, golf, golf Mayor Markley – family sunshine graduation – daughter graduating high school! Christi Keith – community, cashflow, capital Councilmember Farmer – campaign, connections, cats Councilmember Neuman –Fargo North Dakota Mayor Eidinger – fun in the sun Councilmember George – travel every month</p>	Ice breaker
Consent Agenda	<p>Any additions or changes to the agenda? Mayor Backus moved to approve the consent agenda. Executive Dammeier seconded. The consent agenda was adopted.</p>	Motion approve d. No agenda changes.
Community Land Trust Overview	<p>Councilmember Christi Keith said that she’s happy to speak on Community Land Trusts, to share her passion and commitment to them. Homestead is doing amazing work, and Kathleen Hosfeld is our expert, and a stalwart for the movement. Keith grew up on a farm in Western Oklahoma, where her family settled after coming across the Trail of Tears. She never went hungry, there was a lot of hard work and love. She went to Eastern Oklahoma when she was four, to visit her Uncle, who led the Bureau of Indian Affairs. He asked her to take two jugs of water next door. That’s when she discovered there were people in her family who didn’t have running water, which fueled her lifelong drive to make this world fairer. Keith now loves leading non-profits, specializing in turning them around to help them grow and succeed. Her experience has taught her that Community Land Trusts are the key to everything she’s been working on: food security, domestic violence, MH. Underneath all of the things she cares about is stable and affordable housing. She started a non-profit in Seattle for the homeless. In managing capacity and forecasting paths to grow, she arrived at Community Land Trusts as the mechanism to quickly get lots of units of affordable housing on the ground as fast as possible.</p>	Presenta -tion

TOPIC/WHO	DISCUSSION	ACTION
Community Land Trust Overview, continued	<p>Keith would like to see CLTs that specialize in specific populations. She believes that everyone should fund them, everywhere, to get units on the ground as fast as they can. COVID has grown the emergence for this.</p> <p>Keith introduced Kathleen Hosfeld, of Homestead CLT. Hosfeld thanked the group for having her, and thanked Keith for her story. Homestead's been around for 30 years as a classic CLT serving people who make less than 80% of AMI, creating stability, equity, and opportunity through homeownership. They put power of governance in the hands of everyday people in the community. They are a housing developer, and active builder, prioritizing anti-displacement, with five active housing developments in King County.</p> <p>Community Land Trusts are in the federal statute; they are membership-based, non-profit organizations that acquire and use land to benefit low- and moderate-income people and neighborhoods, most often by creating housing, and focusing on home ownership. (They can also be used for agriculture but focus here is on housing.)</p> <p>CLTs were created in Albany, Georgia, in the late 60s by civil rights leaders when Black sharecroppers were being evicted from their homes and farms for registering to vote. The first was 5000 acres of farmland, intended for farms, businesses, and homes. The dual purposes of preventing displacement and providing opportunities to own assets transcend to today.</p> <p>Homestead makes and keeps homes affordable to modest income families. By building homes themselves and acquiring them through partnerships, they're able to reduce the price of homes to 30-50% of market rate prices. They build and rehab homes, subsidize the price to what is affordable, the title of the land is separated and owned collectively through the trust, owners own the home and lease the land for a small monthly fee, and owners resell at a formula price, still affordable. Owners may live in the home as long as they want. The price formula is regulated by HUD. HUD oversees and there must be a fair equity of return.</p> <p>Agreements are submitted through ground leases. When land is shared, such as in a condo, covenants are used. Part of the ground lease says that the homeowner is a member of the community land trust. CLTs are coalitions of like-minded people who work together to create housing stability in their communities. 1/3 of Homestead's Board are homeowners; 2/3 are community advocates.</p>	Presenta-tion

TOPIC/WHO	DISCUSSION	ACTION
Community Land Trust Overview, continued	<p>A number of agreements need to exist in CLTs. You can be a funder, or you can have density bonus agreements. Either way, a Program Agreement must be signed by all parties. There's also a Use Agreement, signed by buyers. The Ground Lease or Deed Restriction spells out obligations of both the CLT and the buyer. A Fannie Mae Rider document is inserted into all CLT land trusts that says if the home is lost to foreclosure, all affordability restrictions are lost. (This is a huge incentive to help prevent homes from going into foreclosure)</p> <p>Subordination agreement – agreement on order of debt payoff.</p> <p>Ned asked what actions the CLT takes to help owners avoid foreclosures. They monitor owners' financial health by checking on whether they're paying their ground lease every month. If not, they would check in. Banks must give CLT notice. They can counsel, refinance, or if necessary, help the owner sell their home.</p> <p>Owners must be first-time homebuyers, below 80% AMI at time of purchase, the home must be their primary residence, kept in good repair, insured, owners must pay property taxes, and at resale sell according to the price formula to another income-qualified buyer.</p> <p>Kathleen encouraged the group to consider the whole housing continuum. Often investments are made at the lowest level while the middle-level is ignored. Housing prices are going up and up, all over the country. There's a gross mismatch between incomes and housing costs that doesn't show signs of reversing itself anytime soon. \$571,000 is the current median home price in Pierce County.</p> <p>CLT homeownership is an anti-displacement strategy. Homestead homes are in high-risk of displacement areas in Seattle. For cost-burdened renters, they provide an entry point to homeownership that provides security and economic mobility, and the ability to build assets and freedom from the fear of displacement.</p> <p>As a housing developer, Homestead provides many home types, including townhomes, cottage homes, condos, and scattered site single family homes, in Renton, Tukwila and Seattle.</p> <p>Kathleen suggested having a central hub with technology to develop homes, steward homes, support owners post-purchase and have community organizations with relationship to the technical hub.</p>	Presenta-tion

TOPIC/WHO	DISCUSSION	ACTION
Community Land Trust Overview, continued	<p>The more financing sources, the more complex it becomes. For some projects Homestead has up to 11 sources. The Homeowner's mortgage pays 53%.</p> <p>Hosfeld suggested reading Homestead's published report, <i>Closed Doors: The Crisis of Supply of Affordable Homeownership in Washington State</i>, at Closeddoorsreport.com. Washington readers can look up eligibility, the supply of for-sale homes, ratio of demographics of homeownership, and more!</p> <p>Hosfeld invited questions. Executive Dammeier thanked Kathleen; he appreciates the balance she has found. He asked about the speed and scalability. The available land has development challenges. Kathleen suggested we look at density bonus agreements right away because they take advantage of for-profit development work that's happening. She'll provide a link to a recent webinar on density bonus agreements. That combined with increased zoning that's promised in many areas is the fastest way to get homes in trust. The model is actually more scalable than some other AH developments, provided that there is subsidy to increase to invest in that first. Once a home has been price-set, it can serve seven households over 50 years. The other potential is to work with mission-focused or non-profits that are willing to income-average and add some affordable sites to their mix in developments. It takes two to four years to complete a project, start to finish. Multiple sources are needed, such as local funds.</p> <p>Ned asked about what other challenges there are in putting the project and financing together. The starting point is to find the property. They're used to working with parcels that no one wants. They develop the site concept, preliminary budget, apply for public and private financing, then to the County for land use and permitting. Then it takes 12 to 18 months for construction and two to four months for sales. Consider surplus properties that might be owned by the County or Cities. Current law doesn't allow surplus property to be used for homeownership; we need the statute modified to match CLT policies. The trick is to hold the land in trust for permanently affordable homes. Ned asked how Homestead handles the buying delay? They don't usually use market-rate land, as it's too expensive. They can access funds to tie up land.</p> <p>Christi said that she'd like to help with outreach to legislature. Ned asked Jason to put this on the Board's legislative priorities.</p> <p>Councilmember George asked Hosfeld, on behalf of Heather Moss, to discuss homeowner turnover; where do they go? . Owners remain in CLT homes between three and 20 years. Recently most have gone on to purchase a market-rate home. People are able to stabilize in place, plan and save. Sometimes single owners sell because they get married.</p>	<p>Site to read Closed Doors Webinar on density bonus agreements</p>

TOPIC/WHO	DISCUSSION	ACTION
Community Land Trust Overview, continued	<p>Councilmember George asked what the biggest challenges for homeowners in a CLT home are. Sometimes they just forget that they're CLT homeowners. At the end of their tenancy, they at times take it for granted and forget what their prior experience was like.</p> <p>Ned asked if Homestead would consider developing projects in Pierce County? Kathleen said that Homestead can help the community set up a CLT.</p>	
Review of Draft 2022 Work Plan Deliverables and Target Dates-Jason Gauthier	<p>Overview of recent work:</p> <ul style="list-style-type: none"> • Review of Strategic Priorities & Strategies – 5/6/22 • Executive Board Prioritized 1A, 2A, 2B, 2C, 3A, 3B (12 strategies, half in the “must-do” items highlighted in blue) • Member Council presentations - UP, Dupont, Lakewood, (done) Edgewood, GH, Fife (scheduled) Presentations to Councils will continue to be offered both before and after adoption of the Work Plan. <p><u>Strategic Priority 1: Develop and support policies and programs that prioritize and incentivize residential production.</u></p> <p>1A) Identify 1-3 policy and program areas that have significant impact and/or potential for impact, and develop a toolkit for tracking and dissemination</p> <p>For deliverables, the Board should expect the summary assessment of current policy and program landscape performance. The summary assessment will consist of a review of locally and regionally produced reports and recommendations of policies and programs regarding housing affordability and housing production. The review will include but won't be limited to the UWT State of Affordable Housing for Pierce County, the City of Tacoma's Affordable Action Strategy, the Master Builders of Pierce County 10-Point Plan for Housing Accountability, the Puget Sound Regional Council's Housing Innovations Program SSHA3P member surveys and industry feedback. From there, the Board should expect the presentation in September on this summary assessment, with a decision package of six to 12 policy and program areas and options for the Board to consider for potential action.</p> <p>1B) Explore potential collaborative project funding to increase affordable housing development.</p> <p>We'll work with member governments to develop reports on the type of partnership funding structures our members would consider for engagement.</p>	Informa-tional

TOPIC/WHO	DISCUSSION	ACTION
Review of Draft 2022 Work Plan Deliverables and Target Dates-Jason Gauthier	<p><u>Strategic Priority 2: Refine understanding of affordable housing solutions and promising practices</u></p> <p>Here's where we continue our dive into collective learning and shared understanding as we just did today with the CLT presentation.</p> <p>2A) Identify, package, and share essential data on market rate and affordable housing production</p> <p>We're already developing interactive maps to show current and future affordable housing development in our community and map out the varying programs serving the housing needs of people currently in housing, including our low-income, home repair and weatherization programs and environmental modifications for seniors and disabled households. The maps will also show the full spectrum of residential production has taken year over year since 2016. The maps will be on the SSHA3P website, anticipated to go live on July 1. They'll be available for members to utilize.</p> <p><u>Strategic Priority 3: Assist member governments in achieving affordable and attainable production and preservation goals</u></p> <p>3A) Identify funding mechanisms and the scope of member governments' historical utilization</p> <p>It's important to note with strategy 3A that Pierce County has not achieved an equitable level of affordable housing capital investment from either the from either the State Housing Trust Fund or the four or 9% housing tax credit programs. Strategy three is a baseline of historical information to support our efforts to ensure affordable housing needs isn't unfulfilled because of inequitable distribution of statewide resources.</p> <p>3B) Design mechanism(s) to identify member governments' policy and/or program assistance needs and prioritize the fulfillment of those needs.</p> <p>This is designed to create a member support system and a feedback loop to review our effectiveness. Just yesterday SSHA3P hosted a conversation with member government planning staff and the Department of Commerce to discuss potential and ideas for multi-jurisdictional collaboration on the new middle housing grant programs offered by the Department of Commerce. Supporting our members will take many different forms, but we'll endeavor each day to provide value to each. .</p>	

TOPIC/WHO	DISCUSSION	ACTION
Review of Draft 2022 Work Plan Deliverables and Target Dates-Jason Gauthier	<p>Strategic Priority 4: <i>Ensure our community's affordable, attainable, and accessible housing needs are represented</i></p> <p>4A) Identify local, regional, and statewide influence hubs that affect member governments' policies and resources, and map and ensure member government representation</p> <p>The question we must ask: does our community have a seat at every table that affects land use policy and affordable housing investment strategy, because the answer today is no. The Affordable Housing Advisory Board, the principal body to the Department of Commerce on housing and housing-related issues has Governor-appointed members – none from Pierce County. There's no Pierce County representation on the Washington State Housing Finance Commission Board of Commissioners. And there are many others across the State and region. Pierce County is the second most populated County in our state and should have a voice in every housing policy conversation.</p> <p>4B) Produce an annual set of state legislative priorities and determine collaborative paths for joint advocacy success</p> <p>Since 2019 SSHA3P members have worked to produce a legislative priority letter for Pierce County delegation as an element of our work plan and we have options for how to develop this priority agenda and how to advocate for these priorities. Jason will provide a short presentation at the July Board meeting for the Board to provide direction regarding the desired process for the development of this legislative agenda.</p> <p>Strategic Priority 5: <i>Complete the organizational aspects of the SSHA3P intergovernmental entity</i></p> <p>5A) Hire and support .5 FTE staff position</p> <p>We anticipate having the halftime position listed by mid-June</p> <p>5B) Continuously review, consider, adopt, and implement policies and procedures for SSHA3P governance and operations</p> <p>5B speaks to the question still to be answered regarding the operations of SSHA3P, questions like, what's the annual review process for the SSHA3P manager, or is there a need to establish Board committees or taskforces or annual work plan development budget setting and legislative priority developments. We'll review best practices from others, regional and subregional collaborations and present the Executive Board the recommendation memo and presentation late this year for consideration of potential action in 2023.</p>	<p>Informa- tional</p>

TOPIC/WHO	DISCUSSION	ACTION
Review of Draft 2022 Work Plan Deliverables and Target Dates-Jason Gauthier	<p>5C) Identify, orient, and deploy an Advisory Board to affect equitable community engagement</p> <p>The SSHA3P intergovernmental agreement requires that the Advisory Board be created within one year of the hiring of the SSHA3P Manager. The work plan would set the stage. The goal is to begin Board recruitment by the end of 2022.</p> <p>Seeking Exec Board feedback today. Late June will bring a final draft and hope for final approval on July 1.</p> <p>Councilmember Ballard noted that one of the most poignant comments in Jason's presentation is that there's no Pierce County representation at the State level. He would like to focus on any sort of state-defined composition of said Board to see what we need to do to give Pierce County a voice.</p> <p>Executive Dammeier echoed Councilmember Ballard's comments. It's unconscionable that we don't have a voice – need to start work on that soon as part of our advocacy with our state-level legislators as well as local legislators. Great presentation! He's happy with the 7/1 go-live website date and achieving 2A by 9/1.</p> <p>He added that at the Puget Sound Regional Council's General Assembly meeting, the City of Renton received an award for being permit-ready. It was a great example of how to streamline and simplify affordable housing using four or five predefined, prior-approved plans.</p> <p>How have presentations to Councils gone? Two thumbs up from DuPont! Other cities agreed that they went great and amazingly well.</p> <p>George noted that this past session there was a strong push to free up local zoning. There was a proviso in last year's budget for housing, does require a summary assessment, the AWC will work with members on middle-housing legislation (check recording)</p> <p>Christi said she'd like Jason to be able to hire sooner than later. Jason said that HS has been very helpful but yes, it will be great to have staff officially on board.</p>	<p>Please let Jason know if you have input for the plan; it should be ready for approval next month.</p>
Public Comment	<p>Councilmember Hunter invited public comment.</p>	<p>None</p>

TOPIC/WHO	DISCUSSION	ACTION
SSHA3P Manager Report	Jason reported that the Association of Washington Cities' annual conference is coming up in Vancouver, June 22-24. He encouraged members to register if they can attend. He will be there with some subregional housing colleagues. There will be a number of housing-related panel sessions.	
Board Member Updates/ Comments	<p>Mayor Backus will be at the AWC conference on a housing policy panel on 6/23. She plans to speak with Rep Bateman.</p> <p>Mayor Roscoe explained that she applied to be on the AHAB in late 2020 and Mary Hudson was selected. She would like to be a part of any type of outreach to work on composition of the Board.</p> <p>Councilmember Ballard suggested that we make sure that AWC knows that Pierce County needs representation on the State Affordable Housing Commission.</p> <p>Executive Dammeier noted there are some openings - we should get some people from Pierce County to apply.</p> <p>Councilmember George suggested that members strategize together during the conference.</p> <p>Mayor Markley said that she'll be there and would love to meet with others to strategize. She will be getting there Tuesday evening through Friday.</p> <p>Updates from City of Sumner:</p> <ol style="list-style-type: none"> 1. Recently updated senior housing regulations, allowing for up to 40 units per acre 2. Public hearing coming up on updating ADU in Sumner, 3. Expanding residential targeted areas to include East Sumner for 500 new multi-family units! 	Composition of State Affordable Housing Commission
Good of the Order/ Adjournment	Terrific presentation today – have a great time at AWC! Councilmember George adjourned the meeting at 10:00 a.m.	Meeting adjourned

The next SSHA³P Executive Board meeting is scheduled for Friday, July 1, at 8:30 p.m. via Zoom.

Respectfully submitted,

Becki Foutz, Administrative Assistant

Middle Housing Grant Program

SSHA3P Executive Board Regular Meeting

JULY 1, 2022



Washington State
Department of
Commerce

OVERVIEW

Funding and Applicant Eligibility

Eligible Activities

Application Content

Grant Timeline



What qualifies as “middle housing”?

For purposes of this grant, budget proviso authorizing these grants provides the following definition:

“Middle housing types” include duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, courtyard apartments, cottage housing, and stacked flats.



Duplex



Fourplex



Courtyard Apartments



Cottage Housing



Townhouses

Funding and Grant Amounts

- **Base grant amounts:**
 - Cities under 10,000 population \$60,000
 - Cities between 10-20,000 population \$175,000
 - Cities over 20,000 population \$100,000
- Additional funding may be requested to subcontract with community-based organizations and to access translation services

Who Can Apply? What are basic requirements?

Funding is available only to cities in the Puget Sound region

- **Must consider middle housing types on at least 30% of lots currently zoned as single family** (Consider how various middle housing may be allowed in various parts of the community).
- **Must conduct a racial equity analysis** (already required by new Housing Element requirements as part of the comprehensive plan update).

How Can Grant Funds Be Used?

- **Analyzing comprehensive plan policies and development regulations** to determine the extent of amendments required to meet the goal (may include parking, design, fees, etc.).
- **Preparing informational materials** for the public.
- **Conducting outreach**, with the assistance of community-based organizations, to inform and solicit feedback from a representative group of renters and owner-occupied households and from for-profit and nonprofit residential developers.
- **Drafting proposed amendments** to zoning ordinances for consideration by the city planning commission and city council.
- **Holding public workshops and city planning commission public hearings** and publicizing and presenting the city planning commission's recommendations to the city council.
- **Holding city council public hearings** on the planning commission's recommendations.

Grantees must conduct a Racial Equity Analysis

- **Each city must use a racial equity analysis and establish antidisplacement policies** as required under RCW 36.70A.070(2)(e) through (h) to ensure there will be no net displacement of very low, low, or moderate-income households, *and/or* individuals from racial, ethnic, and religious communities which have been subject to discriminatory housing policies in the past

**Required with periodic update:
RCW 36.70A.070(2)(e) through (h)**

- (e) Identifies local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including:
 - (i) Zoning that may have a discriminatory effect;*
 - (ii) Disinvestment; and*
 - (iii) Infrastructure availability;**
- (f) Identifies and implements policies and regulations to address and begin to undo impacts caused by local policies, plans, and actions;*
- (g) Identifies areas that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations and capital investments; and*
- (h) Establishes antidisplacement policies,*

Regional collaboration grants

Joint applications from two or more jurisdictions are encouraged where regional groups may work jointly on housing policy.

- Funding requests should be the cumulative total of base grant amounts for the joint applicants.
- Funding requests should reflect savings where work can be shared
- Joint applicants must designate a lead agency for purposes of grant administration and contracting.
- The lead city and partner city or cities must meet all the eligibility requirements for this grant.
- Each joint city may have a separate grant agreement through Commerce.

Grant Timeline:

June 9, 2022:

First applications due or
Email intent to apply

July 1, 2022: Funds available

July 5, 2022: Applications due,
but will be accepted later
depending on funding and
ability to complete the scope
of work.

June 30, 2023: Funding
expires, unless reappropriated.

Middle Housing Grant Program

SSHA3P Executive Board Regular Meeting

JULY 1, 2022



Washington State
Department of
Commerce

Grant Objective	Land use assessments and the development and review of policy and program actions to consider allowing a minimum of 30% of area or lots as places where middle housing types are considered			
Actions/ Steps/ Deliverables	Description	Start Date	End Dates	Grant Budget Recipient, Responsibility, and Allocation Amount
Action 1	Public Engagement Activities	September 1, 2023	May 1, 2023	
Step 1.1	Develop community engagement plan	August 1, 2022	October 1, 2022	SSHA³P SSHA ³ P will develop a community engagement plan to solicit input and feedback from representative stakeholders in the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place regarding middle housing types and anti-displacement.
Step 1.2	Subcontract with community-based organizations	October 1, 2022	December 1, 2022	SSHA³P \$40,000 (CBO Contracting Funds Requested) SSHA ³ P will sub-contract with community-based organization to receive input and feedback from representative stakeholders in the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place regarding middle housing types and anti-displacement.
Step 1.3	Inform and solicit feedback from a representative group of for-profit and nonprofit residential developers, renters, and owner-occupied households in residential neighborhoods.	October 1, 2022	April 30, 2023	SSHA³P SSHA ³ P will inform and solicit feedback from interested parties, representative group of for-profit and nonprofit residential developers, renters, and owner-occupied households in residential neighborhoods for Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place.
Step 1.4	Developing informational materials for the public	October 1, 2022	April 30, 2023	SSHA³P SSHA ³ P will develop informational materials for residents and interested parties in the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place for outreach and education regarding middle housing types.
Deliverable 1a	Public Engagement Plan		October 1, 2022	SSHA³P SSHA ³ P will develop a community engagement plan to educate and solicit feedback from industry stakeholders and residents in the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place.

Deliverable 1b	Public Engagement Results		May 1, 2023	SSHA³P SSHA ³ P will provide summary results for stakeholder and resident feedback in the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place, regarding middle housing types and anti-displacement.
Action 2	Racial Equity Report	September 1, 2022	April 1, 2023	
Step 2.1	<i>Identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including: zoning that may have a discriminatory effect; disinvestment; and infrastructure availability.*</i>	September 1, 2022	March 1, 2023	Consultant For the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place the consultant will identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including: zoning that may have a discriminatory effect; disinvestment; and infrastructure availability.
Step 2.2	<i>Identify areas that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations.*</i>	September 1, 2022	March 1, 2023	Consultant Consultant will identify areas in the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations.
Steps 2.3	Evaluate displacement risk of very-low, low, and moderate-income households.	September 1, 2022	March 1, 2023	Consultant Consultant will evaluate displacement risk of very-low, low, and moderate-income households in the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place.
Step 2.4	Evaluate displacement risk of individuals from racial, ethnic, and religious communities which have been subject to discriminatory housing policies in the past.	September 1, 2022	March 1, 2023	Consultant Consultant will evaluate the displacement risk of individuals from racial, ethnic, and religious communities which have been subject to discriminatory housing policies in the past in the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place.
Step 2.5	Evaluate displacement risk of locally owned businesses.	September 1, 2023	March 1, 2023	Consultant Consultant will evaluate displacement risk of locally owned businesses past in the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place.
Step 2.6	<i>Develop policies and regulations to address and begin to undo the impacts of</i>	September 1, 2022	March 1, 2023	Consultant Consultant will develop policies and regulations to address and begin to

	<i>local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing. This is consistent with Pierce County CPPs and Vision 2050.*</i>			undo the impacts of policies and regulations in the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place that result in racially disparate impacts, displacement, and exclusion in housing.
Step 2.7	<i>Develop anti-displacement strategies, including strategies to minimize displacement of low-income residents resulting from redevelopment.*</i>	September 1, 2022	March 1, 2023	Consultant Consultant will develop anti-displacement strategies, including strategies to minimize displacement of low-income residents resulting from redevelopment in the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place.
Steps 2.8	Develop anti-displacement policy documents that include a schedule of programs and actions to implement the anti-displacement strategies including a timeline.	September 1, 2022	March 1, 2023	Consultant Consultant will develop anti-displacement policy documents that include a schedule of programs and actions to implement the anti-displacement strategies, including a timeline, for implementation at the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place.
Deliverable 2a	Racial equity analysis report		April 1, 2023	Consultant Consultant will provide a racial equity analysis report combining actions 2.1 – 2.8 for the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place.
Deliverable 2b	Proposed policies to address anti-displacement		April 1, 2023	Consultant Consultant will develop and propose policies to address anti-displacement in the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place.
Action 3	Policy and Program Development	November 1, 2022	June 1, 2023	
Step 3.1	<i>Review and evaluate the current housing elements of the comprehensive plans and their alignment with middle housing type development.*</i>	November 1, 2022	February 1, 2023	Consultant Consultant will review and evaluate the current housing elements of the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place comprehensive plans and their alignment with middle housing type development.
Step 3.2	Review buildable lands report and current residential land uses for potential to allow	November 1, 2022	February 1, 2023	Consultant Consultant will review the buildable lands report and current residential land uses for the Cities of Edgewood,

	middle housing, or where station areas or higher intensity uses might be defined, or where commercial areas might be converted or residential to mixed-use development.			Fife, Gig Harbor, Milton, and University Place for the potential to allow middle housing, or where station areas or higher intensity uses might be defined, or where commercial areas might be converted to residential or mixed-use development.
Step 3.3	Review current programs, development regulations, impact fees, system development charges, and permitting processes as to how they might encourage or discourage the development of middle housing types.	November 1, 2022	February 1, 2023	Consultant Consultant will review the current programs, development regulations, impact fees, system development charges, and permitting processes for the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place as to how they might encourage or discourage the development of middle housing types and make recommendations for policy alignment to encourage and support the development of middle housing types.
Step 3.4	Consider bonus densities and incentives for affordable housing to accompany any changes in zoning that increase density to accommodate middle housing types.	December 1, 2022	February 1, 2023	Consultant Consultant will conduct a market-based evaluation of existing and potential incentives currently in use or available to be used by the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place for the purposes of encouraging the development of middle housing types.
Step 3.5	Gather data, analyze and review to understand the realistic potential of the various changes to support and/or encourage the development of middle housing types, and conduct financial feasibility analysis of developing new various housing typologies in various zones.	January 1, 2023	March 1, 2023	Consultant Consultant will gather data, analyze and review to understand the realistic potential of the various changes to support and/or encourage the development of middle housing types, and conduct financial feasibility analysis of developing new various housing typologies in various zones in the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place.
Deliverable 3a	Summary Assessment lots suitable to re-zoned to allow middle housing types with priority on areas		May 1, 2023	Consultant Consultant will provide summary assessment lots suitable to re-zoned to allow middle housing types with priority on areas adjacent to station

	adjacent to station areas, along transit corridors, and in amenity rich and high opportunity areas			areas, along transit corridors, and in amenity rich and high opportunity areas in the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place.
Deliverable 3b	Middle housing staff report on changes needed to support middle housing including recommended changes to policies, regulations, fee structures, incentives and permitting procedures for consideration with periodic update.		June 1, 2023	Staff Staff for the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place will develop a report on changes needed to support middle housing including recommended changes to policies, regulations, fee structures, incentives and permitting procedures for consideration with periodic update.
Deliverable 3c	Develop a menu of strategies (policies, regulations, fee structures, incentives, and permitting procedures) to increase the supply of middle housing types for city consideration within the periodic update.		May 1, 2023	Consultant Consultant will develop a menu of strategies (policies, regulations, fee structures, incentives, and permitting procedures) to increase the supply of middle housing types for consideration by the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place within their periodic update.
Deliverable 3d	Planning Commission briefing of Deliverables 2a and 2b		June 30, 2023	Staff/Planning Commission Staff for the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place will develop a briefing presentation for Planning Commissions to review Deliverables 2a and 2b.
Deliverable 3e	Planning Commission briefing of Deliverables 3a, 3b, and 3c		June 30, 2023	Staff/Planning Commission Staff for the Cities of Edgewood, Fife, Gig Harbor, Milton, and University Place will develop a briefing presentation for Planning Commissions to review Deliverables 3a, 3b, and 3c.

**Housing Element requirement as part of the Comprehensive Plan Update*

Proposed Budget / Financial Information

Grant Objective: Land use assessments and policy and program actions to consider allowing a minimum of 30% of area or lots as places where middle housing types are considered	Commerce Funds
Action 1. Public Engagement Activities <ul style="list-style-type: none"> Deliverable 1a Deliverable 1b 	\$25,000
Action 2. Racial Equity Report <ul style="list-style-type: none"> Deliverable 2a Deliverable 2b 	\$120,000
Deliverable 3. Policy and Program Development <ul style="list-style-type: none"> Deliverable 3a Deliverable 3b Deliverable 3c 	\$240,000
Total Middle Housing Grant Funds	\$385,000
<i>Extra Community Based Organization Funds</i>	<i>\$40,000</i>
Total:	\$425,000

Budget Narrative: For each grant objective, please support the funding request with estimates of staff hours (may be per action, step, or deliverable), staff hourly rates, and other expenses.

Action / Deliverables	Dept of Commerce Funds	Other Funds
1. Public Engagement Activities	\$25,000	\$40,000****
Deliverable 1a	\$7,500***	
Deliverable 1b	\$17,500***	
2. Racial Equity Report	\$120,000	
Deliverable 2a	\$85,000* / \$5,000**	
Deliverable 2b	\$35,000* / \$10,000**	
3. Policy and Program Amendments	\$240,000	
Deliverable 3a	\$60,000*	
Deliverable 3b	\$85,000**	
Deliverable 3c	\$30,000*	
Deliverable 3d	\$25,000**	
Deliverable 3e	\$25,000**	
Total	\$385,000	\$40,000

*Consultant allocation
**City staff allocations
***SSHA³P allocation
****Community Based Organizations allocation

**RESOLUTION NO. 2022-05**

A RESOLUTION OF THE EXECUTIVE BOARD OF THE
SOUTH SOUND HOUSING AFFORDABILITY PARTNERS
("SSHA³P") APPROVING THE SUBMISSION OF A
SUBREGIONAL MIDDLE HOUSING GRANT

Whereas, Section 189 of Engrossed Substitute Senate Bill 5693, the 2022 supplemental operating budget, directed the Department of Commerce (“Commerce”) to develop a grant program to support the adoption of ordinances authorizing middle housing types, along with a conducting a racial equity analysis; and

Whereas, the proviso can fund the some requirements to update the housing element of comprehensive plan as set out in amendments to RCW 36.70A.070(2); and

Whereas, Commerce encourages all qualifying cities and towns in Puget Sound to accept this funding to be able to do this work they are already required to do by December of 2024; and

Whereas, cities and towns located in the counties of King, Kitsap, Pierce, and Snohomish may apply for up to \$100,000 (if over 20,000 in population) or \$75,000 (if between 10,000 – 20,000 in population) or \$60,000 (if under 10,000 in population) to perform activities that may authorize middle housing types on at least 30 percent of lots currently zoned as single family residential; and

Whereas, five members of SSHA³P: City of Edgewood, City of Fife, City of Gig Harbor, City of Milton, and the City of University Place, are submitting a joint grant application to Commerce for funding; and

Whereas, “middle housing types” include duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, courtyard apartments, cottage housing, and stacked flats; and

Whereas, grantees must perform at least 3 of the following activities to qualify for the grant: analyze the comprehensive plan policies and municipal code to determine the extent of amendments required to meet the goal of authorizing middle housing types on at least 30 percent of lots currently zoned as single family residential; prepare informational materials for the public; conduct outreach, with the assistance of community-based organizations, to inform and solicit feedback from a representative group of renters and owner-occupied households in residential neighborhoods, and from for-profit and nonprofit residential developers; drafting of proposed amendments to zoning ordinances for consideration by the city planning commission and city council; hold city planning commission public hearings and publicizing and presenting the city planning commission's recommendations to the city council; hold city council public hearings on the planning commission's recommendations; and

Whereas, the grant may fund the required racial equity analysis and establishment of antidisplacement policies as required under RCW 36.70A.070(2)(e) through (h) to ensure there will be no net displacement of very low, low, or moderate-income households, and/or individuals from racial, ethnic, and religious communities which have been subject to discriminatory housing policies in the past; and

Whereas, joint applicants must designate a lead agency for the purposes of grant administration and contracting: and

SSHA³P

Whereas, each joint city may have a separate grant agreement through Commerce, due to the need for a separate legislative action by each grantee, in order to receive their portion of the grant funding; and

Whereas, Pierce County, the acting administrating agency for SSHA³P, will act the as the lead agency for the subregional middle housing grant; and

Whereas, the funds under this grant will be used to complete the Scope of Work and Project Schedule attached hereto as Attachment A and Budget attached hereto as Attachment B; and

Each of the participating SSHA³P member governments are participating as consenting parties and intend to complete their elements of the scope of work by the grant completion deadline of June 30, 2023; and

NOW, THEREFORE, THE SSHA³P EXECUTIVE BOARD RESOLVES as follows:

Section 1. The Executive Board approves the submission of a subregional middle housing grant with Pierce County acting as the lead grant agency.

Section 2. This Resolution will take effect and be in full force upon passage and signature.

Adopted this _____ day of _____, 2022.

SOUTH SOUND HOUSING AFFORDABILITY PARTNERS

VICTORIA WOODARDS, CHAIR

ATTEST:

Intergovernmental Agreement for SSHA³P
South Sound Housing Affordability Partners

(Effective Date: October 12, 2021)

This Intergovernmental Agreement ("Agreement") is entered into by and between the Cities and Towns of Auburn, Edgewood, Fife, Fircrest, Gig Harbor, Lakewood, Milton, Puyallup, Steilacoom, Sumner, Tacoma, and University Place, Pierce County (each municipal corporations and political subdivisions of the State of Washington), and the Puyallup Tribe of Indians, a [federally-recognized Indian tribe](#) (the Tribe) Individually each member of SSHA³P is a "Party" and collectively, the "Parties". This Agreement relates to the creation and operation of a joint undertaking among the Parties hereto to be known as the South Sound Housing Affordability Partners ("SSHA³P"). This Agreement is made pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, and has been authorized by the legislative body of each government.

WHEREAS, the recent increases in the cost to purchase or rent housing in Pierce County has resulted in more than one-third of all households in the county considered cost-burdened, paying more than 30% of their income for housing costs; and

WHEREAS, in the past decade increases in Pierce County median home sales prices (108%) and rental rates (78%) have dramatically outpaced the increases in median household incomes (10%); and

WHEREAS, the recent global pandemic has placed new pressures on the housing market, with the economic downturn resulting in many households unable to afford rent or mortgage payments, anticipated increases in the number of evictions and foreclosures (including among those small rental property owners who have not been receiving rental payments), and at the same time increased demand for purchasing homes due to historically low interest rates and the large increase in the number of those now working remotely; and

WHEREAS, the Parties have a common goal to ensure the availability of housing that meets the needs of residents and workers at all income levels in Pierce County, including but not limited to families, veterans, and seniors; and

WHEREAS, the Parties share a common goal to eliminate housing inequities for all races, ethnicities and other vulnerable or

marginalized communities and geographic locations in Pierce County; and

WHEREAS, the Parties wish to provide a sound base of housing policies and programs in Pierce County and to complement the efforts of local governments and existing public and private organizations to address housing needs in Pierce County; and

WHEREAS, the Parties wish to act cooperatively to formulate policies that create access to affordable/attainable housing policies and strategies that address housing stability by helping homeowners and renters stay in their homes, ensure an ample housing supply that remains affordable for all income levels, provide incentives for affordable/attainable housing for lower and middle income households, foster efforts to preserve and provide access to affordable/attainable housing by combining public funding with private-sector resources, and support implementation of the goals of the Washington State (the "State") Growth Management Act, related countywide planning policies, and other local policies and programs relating to providing access to affordable and attainable housing, and to do so efficiently and expeditiously; and

WHEREAS, the Parties have determined that the most efficient and effective way for the Parties to address access to affordable and attainable housing needs in Pierce County is through cooperative action and pooling their resources to create a larger scale of activities than any one Party could accomplish on their own, achieve economies of scale, and leverage other public and private resources; and

WHEREAS, the intent of this cooperative undertaking is not to duplicate efforts of non-profit corporations and other entities already providing affordable/attainable-housing-related services; and

WHEREAS, a cooperative work plan with a primary focus on the production and preservation of affordable/attainable housing, is needed because the lack of access to affordable/attainable housing is one of the key contributors to homelessness;

WHEREAS, the Parties are each empowered to promote the public health, safety, and welfare, pursuant to RCW 36.32.120(7), RCW 35.22.195, and RCW 35A.11.020; and

WHEREAS, the parties are authorized by Revised Code of Washington 39.34 to enter into agreements for the joint exercise of governmental powers.

NOW, THEREFORE, the Parties agree to the above Recitals and the following terms and conditions:

1. DEFINITIONS. The following terms used in this Agreement are defined as follows:

a. *Administering Agency* - One or more of the Parties that will provide administrative support services on behalf of SSHA³P. The role of the Administering Agency will be to serve as the fiscal agent for SSHA³P, in accordance with the requirements of chapter 39.34 RCW, and provide space and administrative support for the SSHA³P staff. These roles could be provided by one Party or the roles could be split and provided by two Parties.

b. *Advisory Board* - A board consisting of 15 to 20 community members and/or key stakeholders appointed by the Executive Board to provide advice and recommendations to the Executive Board on policy needs related to housing stability, program design and development, land and/or funding resource allocation for enhancing access to affordable/attainable housing projects, and other immediate affordable/attainable housing needs, and to provide public education and community outreach support.

c. *Area of Activity* - The area in Pierce County where SSHA³P is expected to conduct its work, and where future expansion of SSHA³P membership could occur, as further described in Exhibit A.

d. *Direct Service Housing* - Direct service housing programs may include but are not limited to relocation assistance programs, rent voucher and/or deposit loan programs.

e. *Executive Board* - The governing board for SSHA³P comprised of members as provided herein, which will act on behalf of all Parties and as may be in the best interest of SSHA³P in order to carry out the purposes of this Agreement.

f. *SSEA³P Fund* - A fiduciary fund established by the Administering Agency, as authorized by RCW 39.34.030, to be known as the "Operating Fund of the SSHA³P Executive Board". Within the SSHA³P Fund may be established various subfunds and/or subaccounts including but not limited to a "SSHA³P Operating Account" and a "Housing Capital Funds Account".

i. *SSEA³P Operating Account* - A subaccount or subfund created by the Administering Agency for the receipt of

contributions from the Parties and other private or public entities, for the purpose of paying for the operations of and supporting the SSHA³P annual budget.

ii. *Housing Capital Funds Account* - A subaccount or subfund established by the Administering Agency within the SSHA³P Fund for the purpose of administering the voluntary contributions of Parties, or other public or private entities, to affordable/attainable housing projects and programs, to be known as the SSHA³P Housing Capital Funds Account. The amounts in the Housing Capital Funds Account will be held and disbursed by the Administering Agency.

iii. *Individual Account(s)* - One or more subaccounts or subfunds established within the Housing Capital Funds Account for each Party to this Agreement that chooses to contribute to the Housing Capital Funds Account. Contributions to an Individual Account from a Party may be released only upon, and in accordance with, the written direction of that Party.

g. *SSHA³P Executive Manager* - The managing lead staff for SSHA³P will be responsible for carrying out the SSHA³P annual work plan, as developed by the Executive Board, and other terms of this Agreement. The Executive Manager will be an employee of the Administering Agency subject to the human resource rules and requirements of that agency.

h. *SSHA³P Staff* - The full-time and part-time staff hired or assigned by the Administering Agency with the responsibility for carrying out the SSHA³P work plan, under the direction of the SSHA³P Executive Manager.

2. PURPOSE. All Parties to this Agreement have responsibility for local, regional and tribal planning for the provision of housing affordable to residents that work and/or live in Pierce County. The Parties agree to act cooperatively to formulate housing policies that address access to affordable/attainable housing, housing stability and to foster efforts to preserve and create affordable/attainable housing by combining public funding or other resources with private-sector resources. In order to accomplish the purposes of this Agreement, the Parties agree to create a joint, voluntary and cooperative undertaking responsible for administering the activities described herein. The cooperative undertaking among the Parties will be called the South Sound Housing Affordability Partners ("SSHA³P"). The Parties further intend that this Agreement serve as a framework for all participating municipalities within the broader SSHA³P Area

of Activity to do the aforementioned work. It is the intent of the Parties to create a collaboration that involves members representing broad geographic diversity across the county, governments of different sizes, and regional perspectives about affordable, attainable and accessible housing needs and solutions. The Parties encourage other cities and tribes and other public and private entities in Pierce County within the SSHAP Area of Activity to join the Parties in this endeavor.

3. STRUCTURE; CREATION OF JOINT BOARD. By executing this Agreement, the Parties hereto create a joint board pursuant to RCW 39.34.030(4) to govern SSHAP. The joint board created by this Agreement will be called the "Executive Board" and will be composed of members as provided for in Section 5.a of this Agreement. The Joint Board created in this Agreement is not a separate legal or administrative entity within the meaning of RCW 39.34.030(3). The Executive Board will act on behalf of all Parties and as may be in the best interest of SSHAP in order to carry out the purposes of this Agreement. The Executive Board is not authorized to own assets or have employees.

4. RESPONSIBILITIES AND AUTHORITY. In order to carry out the purposes of SSHAP and this Agreement, the Executive Board will have the responsibility and authority to:

a. Create and implement an annual work plan approved by the Executive Board to guide the work of SSHAP Staff. The work plan will include activities that may benefit multiple participating jurisdictions or individual jurisdictions. The work plan activities will be consistent with the purpose described in this Agreement. The Executive Board will determine how it will track, monitor and report on progress on the work plan and the timeliness of deliverables. For purposes of accountability and transparency, this will include methods for timely reporting to members and to the public.

b. Make decisions regarding the allocation of public and private funding deposited into the SSHAP Housing Capital Funds Account for the purpose of enhancing access to affordable/attainable housing.

c. Recommend to the Administering Agency to enter into agreements with third parties for the use and application of public and private funds contributed by individual Parties to the SSHAP Fund, including the Housing Capital Funds Account established in Section 14, under terms and conditions as may be agreed by the individual contributing Parties, as further described in Section

14. At least annually, report to the Parties on the geographic distribution of all housing capital funds as recommended by the SSHA³P Executive Board.

d. Guide the SSHA³P Staff in the performance of the following duties:

- i. Provide recommendations to the Parties regarding local and regional policies to improve access to affordable/attainable housing. SSHA³P Staff may assist the Parties in developing strategies and programs to achieve State Growth Management Act housing goals, growth targets, local Comprehensive Plan Housing Element goals, and local housing strategy plans, as appropriate.
- ii. SSHA³P Staff may provide technical assistance as requested to any Party considering adoption of land use incentives or requirements, or programs to enhance access to affordable/ attainable housing. SSHA³P Staff may research model programs, develop draft legislation, prepare briefing materials and make presentations to planning commissions and councils on request by a Party. SSHA³P Staff may assist Parties in developing strategies and programs to implement county-wide affordable/attainable housing policies to meet State Growth Management Act objectives, growth targets, local Comprehensive Plan Housing Element goals, and local housing strategy plans for an equitable and rational distribution of low- and moderate-income housing.
- iii. Facilitate cooperation between the private and public sector with regard to the provision of and access to affordable/attainable housing. SSHA³P Staff may communicate directly with private developers, financial institutions, non-profit corporations and other public entities to assist in the implementation of affordable/attainable housing projects. SSHA³P Staff may work directly with any Party to provide technical assistance with regard to the public funding of affordable/attainable housing projects and the implementation of affordable/attainable housing regulatory agreements for private developments.

- iv. SSHA³P Staff may also identify public and private sites that are available for affordable/attainable housing and develop housing alternatives for such sites.
- v. After the Housing Capital Fund is created, develop standard regulatory agreements acceptable to private and public financial institutions to facilitate the availability of funding for private and public projects containing affordable/attainable housing, and other documents and procedures as appropriate.
- vi. Provide other technical advice to any Party upon request and, as staff capacity allows, enter into agreements to provide technical assistance to other public entities on a reimbursable basis.
- vii. Provide support and educational activities and to monitor legislative and regulatory activities and proposed policy changes related to enhancing access to affordable/attainable housing at the county, state and federal levels. Ensure that the Parties to this Agreement have a strong Pierce County voice in federal, state and regional decision making regarding affordable/attainable housing programs, policy and funding. All lobbying activities will comply with state laws and regulations.
- viii. After the Housing Capital Fund is created, develop and carry out procedures for monitoring of affordable/attainable units and to administer direct service housing programs on behalf of any Party.
- ix. Work directly with other public and private entities for the development of affordable/attainable housing policies and encourage the provision and preservation of affordable/attainable housing.
- x. Work with the Advisory Board appointed under this Agreement and Pierce County agencies and organizations working on regional housing stability and access to affordable and attainable housing, identify trends and promising practices, and mobilize those agencies and organizations to

support Pierce County positions in regional, state and federal decision-making forums.

- xi. Support public and private fundraising efforts of public and private entities (including non-profit corporations) to raise funds to carry out the purposes of this Agreement. Enter into agreements with those entities for the use of such funds in order to carry out the purposes of this Agreement.
- xii. As recommended by the Executive Board, accept public and private funding, receive and invest those funds in accordance with State and Federal law, and take other appropriate and necessary action to carry out the purposes of this Agreement.

5. EXECUTIVE BOARD.

a. Membership. SSHAP³P will be governed by an Executive Board composed of individuals who represent the perspectives of their governments.

- For cities/towns: Members will either be Mayors or, as designated by the Mayor, Council members or a City Manager/Administrator.
- For tribes: Members will be the Tribal Council Chair or a member of the Tribal Council as designated by the Chair.
- For the county: Members will be the County Executive, and the County Council Chair (or their designee).

Each Party will have one vote on the Executive Board. For purposes of voting, the County shall be considered an individual Party and entitled to one vote. The vote will be split equally between the County's two Executive Board members.

Municipalities, local governments, tribes and public agencies within the Area of Activity may become Parties to this Agreement with representation on the Executive Board described in this Section 5, upon satisfaction of the requirements of Section 20.

The Executive Board will administer this cooperative undertaking under the terms of this Agreement and under any procedures adopted by the Executive Board.

b. Officers. The Chair and Vice Chair of the Executive Board will be elected by the members of the Board from the Board membership. The Chair, or in their absence the Vice Chair, will preside over all meetings of the Executive Board; and will, in the

absence of an Executive Manager provided for in Section 6 of this Agreement, process issues, organize meetings and provide for administrative support as required by the Executive Board. The Chair will serve a one-year term, but may be reelected by the Executive Board for one additional term.

c. Alternate Member. Each member of the Executive Board may designate one alternate member who will serve in the place of the member on the Executive Board during the member's absence from a meeting. Notice of the designation will be provided to the Chair of the Executive Board. An alternate member may only vote on behalf of the Party if the Chair has received written notice of the alternate's appointment. It is not intended that alternates will serve on the Board in an ongoing capacity.

d. Powers. It is intended that the Executive Board will serve as a decision-making body for SSHAP. The Executive Board will have the power to:

- i. develop and recommend an annual budget and annual work plan for SSHAP and oversee the management of the SSHAP Fund;
- ii. adopt procedures for the administration of SSHAP (including securing any necessary legal counsel as needed) and for the conduct of meetings;
- iii. make recommendations to the Parties concerning planning, policy, programs and the funding of projects to enhance access to affordable/attainable housing;
- iv. establish policies for the expenditure of SSHAP budgeted items;
- v. work with the designated Administering Agency (see Section 6) to carry out the terms of this Agreement;
- vi. work with the Administering Agency to establish a special fund within the Administering Agency as authorized by RCW 39.34.030, to be known as the "Operating Fund of the SSHAP Executive Board" ("SSHAP Fund") within which Fund may be established various accounts and subaccounts including but not limited to a "SSHAP Operating Account" (into which will be deposited funding for the SSHAP operating budget) and a "Housing Capital Funds Account";
- vii. hold regular meetings on those dates and at those places as the Executive Board may designate;
- viii. recommend that the Administering Agency enter into contracts and agreements for the provision of personnel and other necessary services to SSHAP,

including accounting and legal services and the purchase of insurance, and advise the Administering Agency to execute such other contracts, agreements or other legal documents necessary with public and private entities for SSHA³P to carry out its purposes;

- ix. work with the Administering Agency to: establish the responsibilities for the SSHA³P Executive Manager, conduct the hiring process and performance review for that position and direct and oversee the activities of the SSHA³P Executive Manager;
- x. create a recruitment process and appoint members of the Advisory Board;
- xi. assist with incorporating and/or work with a non-profit corporation to accept grants, donations and other funds on behalf of SSHA³P and recommend the Administering Agency to enter into contracts or other agreements with such agency for the use of those funds to carry out the purposes of this Agreement; and
- xii. take whatever other action is necessary to carry out the purposes of this Agreement.

6. ADMINISTRATION AND OVERSIGHT. The Executive Board will have final decision-making authority on behalf of SSHA³P over all legislative priorities and administrative matters within the scope of this Agreement. The Executive Board may delegate responsibility for general oversight of the operations of SSHA³P to an Executive Manager. The SSHA³P Executive Manager will submit quarterly budget performance and progress reports on the status of the work program elements to the Executive Board and annually to the legislative body of each Party. The reports and their contents will be in a form acceptable to the Executive Board.

The Executive Board will, by two-thirds supermajority vote, designate one or more of the Parties to serve as the Administering Agency, which will provide administrative support services on behalf of SSHA³P. To change the Administering Agency, the Executive Board will, by two-thirds supermajority vote, designate one or more of the Parties to serve as the Administering Agency. Each Party that serves in the capacity of Administering Agency hereby agrees to comply with the terms of this Agreement applicable to the Administering Agency in order to permit SSHA³P to carry out its purposes. SSHA³P will be staffed with personnel funded by the Parties and/or independent contractors contracting with the Administering Agency on behalf of SSHA³P.

Any Party providing personnel to SSHA³P will remain solely responsible for the continued payment of all compensation and benefits to those personnel as well as for any worker's compensation claims. All Parties will cooperate fully in assisting SSHA³P to provide the services authorized in this Agreement.

7. MEETINGS OF EXECUTIVE BOARD.

a. Frequency. The Executive Board will meet as often as it deems necessary, but not less often than quarterly. Executive Board meetings will comply with the requirements of the State Open Public Meetings Act (OPMA).

b. Quorum. A quorum at any meeting of the Executive Board will consist of the Board members (or alternates) who represent a simple majority of the Board's membership.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Executive Board requires an affirmative vote by a majority of the Board members present at a meeting, provided however, that a supermajority (two-thirds of all Board members) will be required to change the Administering Agency, or to modify the proposed contribution methodology for dues and assessments (see Section 15). Official action by the Executive Board may be conducted by motion, resolution, declaration, or such means as determined to be necessary by the Executive Board in their procedures for conducting meetings (referred to in 5.d above), provided however, changing the Administering Agency or Agencies shall be completed by resolution. All official action of the Executive Board shall be recorded in its official minutes. Each Executive Board member, or his or her alternate, will have one vote on any proposed action; except that shared member voting shall be in accordance with the Executive Board's approval under Section 5 (a). Proxy voting will not be allowed. To the extent applicable to meetings of the Executive Board, the Executive Board will comply with applicable requirements of the Washington State Open Public Meetings Act (chapter 42.30 RCW).

8. ADVISORY BOARD.

a. Purpose and Role. The Executive Board will create an Advisory Board to provide advice and recommendations on the work of SSHA³P. Specific objectives shall be to advise the Executive Board regarding: assessment of affordable/attainable housing needs for different populations in Pierce County; the development of policies and/or funding resources to meet those needs; the priorities for allocation of future SSHA³P capital resources to

create or preserve access to affordable/attainable housing; input on program design and development related to housing affordability and stability; suggested approaches to federal, state and regional legislative advocacy; and providing support for public education and community outreach activities. The Advisory Board will be created before the end of the first year of SSHAP operations (with the start of the year defined as the hiring of the SSHAP Executive Manager).

b. Membership. The Advisory Board will consist of not more than twenty (20) and not less than fifteen (15) community members and/or key stakeholders. The Executive Board will appoint members to the Advisory Board. Appointed members must have knowledge and understanding of affordable/attainable housing and be committed to the furtherance of improving access to affordable/attainable housing for all in Pierce County. Membership should reflect a geographic diversity of Pierce County cities, towns, tribes and unincorporated areas. Membership will reflect one-third consumers of affordable/attainable housing (rental and ownership housing), one-third developers, designers, planners, managers of affordable/attainable housing, and one-third advocates and advisors who work on land use and housing issues.

c. Terms. Appointments will be for a three-year term. When the Advisory Board is created, the initial terms of members shall be staggered as follows:

- One-third shall be appointed for a one-year term
- One-third shall be appointed for a two-year term
- One-third shall be appointed for a three-year term

The membership categories of the Advisory Board, described in section 8.b above, will be evenly distributed across the three initial terms.

d. Recruitment and Termination. The Executive Board will adopt procedures for the recruiting, convening and administration of the Advisory Board. A member may be removed from the Advisory Board by the Executive Board with or without cause on a majority vote of membership of the Executive Board.

e. Officers. When the Advisory Board has been duly created, the members shall elect a Chair and Vice Chair, who will be responsible for working with the SSHAP Executive Manager to set agendas and facilitate meetings.

f. Conflict of Interest. Members of the Advisory Board shall comply with Ch. 42.23 RCW, the Code of Ethics for Municipal Officers. It is the responsibility of each Board Member to declare

potential conflicts of interest. The Chair shall be responsible for mediating differences of opinion on these matters as they may arise.

9. MEETINGS OF ADVISORY BOARD.

a. Frequency. The Advisory Board will meet as often as it deems necessary, but not less often than quarterly.

b. Quorum. A quorum at any meeting of the Advisory Board will consist of the Board members who represent a simple majority of the Board's membership. Advisory Board members may participate in any meeting by phone and/or video conferencing for all purposes, including but not limited to voting and establishing a quorum.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Advisory Board requires an affirmative vote by a majority of those members attending a Board meeting where a quorum exists. Official action by the Advisory Board may be conducted by motion, resolution, declaration, or other means as determined to be necessary by the Advisory Board. Proxy voting is not allowed. To the extent applicable to meetings of the Advisory Board, the Advisory Board will comply with applicable requirements of the Washington State Open Public Meetings Act (chapter 42.30 RCW).

10. AGREEMENT DURATION. This Agreement will be in full force and effect for a period commencing as provided in Section 34, and ending December 31, 2023. This Agreement will automatically renew for successive two-year terms, unless sooner terminated under the provisions of this Agreement.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated at any time by affirmative vote of a majority of the legislative bodies of the Parties to this Agreement. Parties may consider multiple factors/reasons for termination, including but not limited to the timeliness of work plan deliverables and the sufficiency of dues to support the work plan and SSHA³P staff.

Upon termination of this Agreement, all property acquired during the life of the Agreement will be disposed of in the following manner:

a. all property contributed without charge by any Party will revert to the contributing Party;

b. all property purchased on behalf of SSHA³P after the effective date of this Agreement will be distributed to the Parties based on each Party's pro rata contribution to the overall budget at the time the property was purchased;

c. except as provided in Subsection d. below, all unexpended or reserve funds will be distributed to the Parties based on each Party's pro rata contribution to the overall budget in effect at the time the Agreement is terminated;

d. all uncommitted monies in the Housing Capital Funds Account will be distributed to the Parties by remitting the total uncommitted amounts remaining in each Party's Individual Account (as described in Section 14) to that Party; and

e. each Party that has funded a project through the Housing Capital Funds Account will be substituted for the Administering Agency with regard to all project financing documents, and the Administering Agency will be released from further obligations with respect thereto.

12. WITHDRAWAL. If a Party wishes to withdraw from participation in this Agreement, it may do so after the initial term if its Legislative Body first gives six months advance written notice to the Executive Board of its intention to withdraw, which notice will be due on or before June 30, 2023. If notice of an intent to withdraw is timely received, withdrawal will be effective as of 11:59 p.m. on December 31, 2023. The initial members of SSHA³P agree they will participate for at least through the first full term of the collaboration.

After December 31, 2023, an opportunity is provided once per year for a Party to withdraw from this Agreement. Under this provision, advance written notice must be provided from the Legislative Body of any Party to this agreement to the Executive Board on or before June 30, of its intention to withdraw from participation in the Agreement, effective as of 11:59 p.m. on December 31st of that current year.

Any Party withdrawing from this Agreement will remain legally and financially responsible for any obligation incurred by the Party pursuant to the terms of this Agreement, including but not limited to any project financing documents executed by the Administering Agency on behalf of that Party, during the time the withdrawing Party was a member of SSHA³P. A notice of withdrawal may be revoked by the Party that submitted the notice only by approval of a majority of the Executive Board to accept the revocation. Any

Party that provides written notice of its intent to withdraw may continue to vote on all matters before the Executive Board prior to the effective date of its withdrawal, except the budget and work plan for the following year.

13. BUDGET. The fiscal year for SSHA³P will be January 1 to December 31 of any year. The first year budget and anticipated second year budget for SSHA³P are attached to this Agreement as Exhibit B and incorporated herein by this reference. Approval of this Agreement by the legislative body of each Party includes approval of the SSHA³P budgets through the first full term of the agreement. For subsequent years, on or before July 1st of each year, a recommended operating budget for SSHA³P for the following budget year will be prepared, reviewed and recommended by the Executive Board and transmitted to each Party. The recommended operating budget will contain an itemization of all categories of budgeted expenses and will contain an itemization of the amount of each Party's contribution, including in-kind services, toward that budget. Contributions to the SSHA³P annual budget may also come from other public or private entities. The Executive Board will approve acceptance of those contributions.

a. No recommended budget will become effective until approved by the legislative body of each Party and adopted by the Executive Board, except for SSHA³P's first full term (2021, 2022 and 2023). Once the legislative body of each Party has approved its contribution to SSHA³P, either separately or through its budget process, and the SSHA³P budget has been adopted by the Executive Board, each Party will be obligated to make whatever contribution(s) is budgeted for that Party. If a Party does not approve the budget in a timely manner, the Executive Board may adopt the annual budget and work plan with a two-thirds majority vote.

b. Each Party's contribution(s) will be transmitted to SSHA³P on an annual basis no later than the end of the first quarter of each calendar year, unless otherwise provided in the budget document. The Administering Agency will submit invoices to each Party for their annual dues payments. Each Party will specify the amount of its contribution to be deposited by the Administering Agency into the SSHA³P Operating Account, as well as the amount, *if any*, to be deposited into the Party's Individual Account within the SSHA³P Housing Capital Funds Account established by Section 14.

c. If any Party is delinquent by more than three months in the payment of its approved operating budget contribution to

the SSHA³P Operating Account, that Party will not be entitled to vote on matters before the Executive Board until the delinquency has been paid. A Party's decision not to contribute funds to its Individual Account, or its delinquency in funding the same will not affect that Party's voting rights on the Executive Board.

14. HOUSING CAPITAL FUNDS ACCOUNT ESTABLISHED; PROCEDURES FOR ADMINISTERING HOUSING CAPITAL FUNDS ACCOUNT CONTRIBUTIONS. If authorized by resolution of the Executive Board, the Administering Agency may establish and maintain a subaccount or subfund within the SSHA³P Fund for the purpose of administering the contributions of Parties, or other public or private entities, to affordable/attainable housing projects and programs, to be known as the SSHA³P Housing Capital Funds Account. The amounts in the Housing Capital Funds Account will be held and disbursed by the Administering Agency as described in this Agreement.

a. Within the Housing Capital Funds Account, a sub-account or subfund will be established for each Party to this Agreement that chooses to contribute to the Housing Capital Funds Account. Such sub-accounts are collectively referred to as the "Individual Accounts." The Executive Board will work with the Administering Agency to create policies and procedures for the release of those funds.

b. A subaccount may be established within each Individual Account for each project or program funded in whole or part by a Party from its Individual Account. Such sub-accounts are referred to as "Project Accounts." The intent is to create a structure that enables each Party to easily track the use of their contributed funds.

c. The Administering Agency will maintain records sufficient to separately track the deposits, withdrawals and interest earnings, within each Individual Account and each Project Account, and will provide quarterly reports to all Parties as to the status of funds in each Individual Account and Project Account. The Administering Agency's responsibilities under this Section may be delegated to the SSHA³P Executive Manager to the extent consistent with applicable law and as the Administering Agency and Executive Board may agree.

d. Funds transmitted to SSHA³P for deposit in the Housing Capital Funds Account will be held by the Administering Agency on behalf of SSHA³P until directed for application by the contributing Party (as described in 14.a. above). Uncommitted funds in an Individual Account will be remitted to the contributing

Party within 45 days of receipt of written request from the Party signed by its chief executive officer, or upon the Party's withdrawal from SSHAP in accordance with the terms of Section 12, or on the dissolution of SSHAP per Section 11.

e. Funds held by the Administering Agency on behalf of SSHAP will be subject to laws applicable to public funds, including but not limited to limitations on investments for public funds as provided in State law and the State constitutional limitations on the gifting of public funds. Investment earnings will be credited to each Individual Account and Subaccount on a pro rata basis.

f. The Executive Board will develop standard forms of approvals and agreements to be used in the application of funds contributed to the Housing Capital Funds Account (collectively referred to as "project financing documents"), consistent with the following goals and procedures:

- i. The SSHAP Executive Board will authorize the application of specified amounts of Individual Account monies to projects or programs consistent with the purpose of the SSHAP Capital Fund, and will authorize and recommend the SSHAP Executive Manager, and the Administering Agency to take such actions as necessary to accomplish this. At least two weeks prior to the Executive Board action they will notify the individual parties whose funds will be used for such projects or programs of the various terms to accompany their authorizations, and will at a minimum include terms related to:
 1. amount of funds allocated;
 2. project description, including minimum affordability requirements, if any;
 3. nature of the funding commitment (loan, grant, or other);
 4. in the event the funding commitment is provided as a loan, the general repayment terms including but not limited to the term of the loan and applicable, interest rate(s); and
 5. a general description of the security interests, if any, to be recorded in favor of the Party.
- ii. For each individual housing project or program to be funded through the Housing Capital Funds Account, the developer, owner or administrator of such project or program (generally referred to as

the "developer"), will enter into the necessary set of agreements (project financing documents) with the Administering Agency. The project financing documents will specify that the Administering Agency is acting as administering agency on behalf of each Party that is providing Housing Capital Funds Account funding to the project or program pursuant to this Agreement and RCW 39.34.030(4), and will identify each participating funding Party. The project financing documents will be consistent with general forms of agreement approved by the Executive Board and the terms and conditions approved by the legislative bodies of the funding Parties. To the extent permitted by law, the project financing agreements will incorporate all terms and conditions relative to the use and (if applicable) repayment of such funds, and provide for transfer of the Housing Capital Funds Account monies from the funding Parties to the developer.

- iii. Funding contributions to, and repayments (if any) from, specific projects and programs will be recorded by the Administering Agency, including recording of monies deposited and withdrawn from each Party's Individual Account and Project Accounts. Repayments (if any) under any project financing agreement will be applied *pro rata* to the funding Parties' Individual Accounts based on the ratio of funding contributed to the project by each Party, unless the funding Parties otherwise agree.
- iv. Unless the Parties funding a project or program through the Housing Capital Funds Account otherwise agree, a default, termination or other action against a developer or other third party may be declared only after securing approval in writing of the chief executive officers of funding Parties which together have contributed not less than 51% of the total SSHAP member funding to the project. The Administering Agency will provide reasonable notice and information regarding the status of projects as necessary to each funding Party's chief executive officer to allow them to make a timely decision in this regard. Funding Parties not consenting to such default, termination or other action will be bound by the decision of the majority. All funding Parties will be obligated on

a pro rata basis (based on their contributions to the project) to pay to the Administering Agency its reasonable costs and expenses incurred as a result of declaring a default, terminating an agreement or taking other action against a developer or other third party. Any funds recovered through such enforcement proceedings will be allocated to the funding Parties Individual Accounts pro rata based on their respective funding contributions to a project.

- v. The Executive Board may from time to time authorize the Administering Agency to administer housing project agreements entered into before the effective date of this Agreement, upon terms consistent with this Agreement and subject to the consent of the Administering Agency and the Parties to such agreements.

15. DUES, ASSESSMENTS AND BUDGET AMENDMENTS. Contributions to the SSHA³P Operating fund will be based on groupings of like-sized cities (based on population), or whatever contribution methodology is approved by a two-thirds majority of the Executive Board. Funding for the activities of SSHA³P will be provided solely through the budgetary process. Unless otherwise specified in this Agreement, no dues, charges or assessments will be imposed or required of the Parties except upon unanimous vote of the membership of the Executive Board and ratification by the legislative body of each Party subject to the dues, charges or assessments. An approved budget (the overall revenues and expenditures) will not be modified until approved by the legislative body of each Party and finally adopted by the Executive Board. If a Party agrees to totally fund an additional task to the work program, not currently approved in the budget, the task may be added to the work plan and the budget amended to reflect the funding of the total cost of such task by the requesting Party, upon approval by a majority of the membership of the Executive Board without approval by the individual Parties. Notwithstanding the foregoing, contributions by a Party to its Individual Account within the Housing Capital Funds Account will be solely within the discretion of that Party and are not considered "dues or assessments."

16. PUBLIC RECORDS REQUESTS. Each party to this agreement shall be responsible for retaining and producing the records it creates, owns or uses, in accordance with applicable public records access and retention laws and regulations. Nothing in this Section

is intended to require a Party to collect or produce records that are not prepared, owned, used, or retained by that agency as defined by the Public Records Act (RCW 42.56), other than as provided for herein.

The Administering Agency shall be responsible for maintaining and storing, in compliance with the state Public Records Act (Chapter 42.56 RCW), those records of the Executive Board and Advisory Committee that are created by the Administering Agency in connection with this Agreement (SSHA³P Records). SSHA³P records may include, but are not limited to, Executive Board and Advisory Committee meeting agendas, meeting summaries, reports, plans, budgets, and other related documents. For purposes of the Public Records Act, the SSHA³P Executive Manager shall serve as the Public Records Officer with respect to requests for SSHA³P records and the Administering Agency shall be responsible for ensuring compliance with RCW 42.56.152 (Training-Public Records Officers). Upon receipt of a request for SSHA³P records, the SSHA³P Executive Manager, serving as the SSHA³P Public Records Officer, shall timely share the request with the Parties. In the event that the SSHA³P Executive Manager shares a request for SSHA³P records with the Parties, each party notified by the SSHA³P Executive Manager shall cooperate with the SSHA³P Executive Manager as requested to fulfill the request. Parties who receive requests for SSHA³P records or records related to SSHA³P are also encouraged, but not required, to share those with the SSHA³P Executive Manager.

Each party shall indemnify and hold the other party to this Agreement harmless for any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses including reasonable attorney's fees and costs arising from a public records require (collectively "Claims"), to the extent attributed to the indemnitor party's Fault. The term "Fault" as used herein shall have the same meaning as set forth in RCW 4.22.015. This obligation to indemnify and hold the other party harmless shall survive termination of this Agreement.

17. INDEMNIFICATION AND HOLD HARMLESS.

a. Each Party will indemnify, defend and hold other Parties (including without limitation the Party serving as, and acting in its capacity as, SSHA³P's Administering Agency), their officers, officials, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Party's wrongful acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused

by another Party. If there is any recovery under this Section, the Party responsible for any wrongful acts or omissions will pay any judgment or lien arising from the acts or omissions, including all costs and other Parties' reasonable attorney's fees. If more than one Party is held to be at fault, the obligation to indemnify and to pay costs and attorney's fees, will be only to the extent of the percentage of fault allocated to each respective Party by a final judgment of the court.

b. If a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a Party (including without limitation the Party serving as, and acting in its capacity as, SSHAP's Administering Agency), its officers, officials, employees, and volunteers, the Party's liability hereunder will be only to the extent of the Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this Section will survive the expiration or termination of this Agreement.

c. Each Party (including without limitation the Party serving as, and acting in its capacity as, SSHAP's Administering Agency) will give the other Parties proper notice of any claim or suit coming within the purview of these indemnities.

18. INSURANCE. The Executive Board, SSHAP Executive Manager and the Administering Agency will take such steps as are reasonably practicable to minimize the liability of the Parties associated with their participation in this Agreement, including but not limited to the utilization of sound business practice. The Executive Board will determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of SSHAP and the activities of the Parties pursuant to this Agreement (which may include general liability, errors and omissions, fiduciary, crime and fidelity insurance), and will direct the acquisition of same.

19. AMENDMENTS. Any amendments to this Agreement must be in writing. This Agreement may be amended upon approval of the legislative bodies of all Parties to this Agreement, evidenced by the authorized signatures of those Parties as of the effective date of the amendment. This Section will not be construed to

require amendment of this Agreement for the addition of a new Party contemplated under Section 20 or for any related revision to Executive Board membership authorized in Section 5(a) or Advisory Board membership in Section 8(b). The Executive Board will review this Agreement, no less than every five years, to determine if the purposes of SSHAP are being achieved and if any amendments or modifications to the Agreement are needed.

20. ADDITIONAL PARTIES. Municipalities, local governments, tribes, and public agencies within the SSHAP Area of Activity may, on execution of the Agreement and approval of the budget and work plan by its legislative body, become a Party to this Agreement on affirmative vote of at least fifty percent of the Executive Board. The Executive Board will determine by a vote of at least fifty percent of its membership what, if any, funding obligations the additional Party will commit to as a condition of becoming a Party to this Agreement.

21. SEVERABILITY. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this Agreement, will not affect the validity of the remaining provisions of the Agreement.

22. CONFLICT RESOLUTION. Whenever any dispute arises between the Parties or between a Party or Parties, the Executive Board, or the Administering Agency (referred to collectively in this Section as the "Parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting will include the Chair of the Executive Board, the SSHAP Executive Manager, and the representative(s) of the Parties involved in the dispute. If the parties do not come to an agreement on the dispute, any party may pursue mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) will be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute will share equally the costs of mediation and assume their own costs.

23. SURVIVABILITY. Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 10 (Agreement Duration), Section 11 (Termination of Agreement), Section 12 (Withdrawal), Section 16 (Public Records Requests), and Section 17 (Indemnification and Hold Harmless) will remain operative and in full force and effect, regardless of the withdrawal or termination of any Party or the termination of this Agreement.

24. WAIVER. No term or provision of this Agreement will be deemed waived and no breach excused unless that waiver or consent is in writing and signed by the Party claimed to have waived or consented.

25. SUBSEQUENT BREACH. Waiver of any default will not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement will not be deemed to be a waiver of any other or subsequent breach and will not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of all Parties.

26. NOTICE. Any notice to the Executive Board will be in writing and will be addressed to the Chair of the Executive Board and to the SSHAP Executive Manager. In the absence of a SSHAP Executive Manager, notice will be given to the chief executive officer of the Administering Agency. Any notice to an Officer or Party will be sent, to the address specified by the chief executive officer of the Party.

27. ASSIGNMENT. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without Executive Board approval.

28. APPLICABLE LAW AND VENUE. This Agreement and any rights, remedies, or obligations provided for in this Agreement will be governed, construed, and enforced in accordance with the substantive and procedural laws of the State. The Parties agree that the venue for any legal action under this Agreement is in the County in which a project is located, provided that the venue for any legal action against Pierce County may be filed in accordance with RCW 36.01.050.

29. RETAINED RESPONSIBILITY AND AUTHORITY. Parties retain the responsibility and authority for managing and maintaining their own internal systems and programs related to affordable/attainable housing activities.

30. INDEPENDENT CONTRACTORS. Each Party to this Agreement is an independent contractor with respect to the subject matter of this Agreement. No joint venture or partnership is formed as a result of this Agreement.

Nothing in this Agreement will make any employee of one Party an employee of another party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's

compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party will be deemed, or represent themselves to be, employees of another Party.

31. NO THIRD PARTY BENEFICIARIES. This Agreement is for the benefit of the Parties only, and no third party will have any rights under this agreement.

32. NONDISCRIMINATION. The Parties will comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

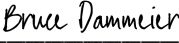
33. COUNTERPARTS. This Agreement may be signed in counterparts and, if so signed, will be deemed one integrated Agreement. Parties will submit copies of signed Agreements to the Administering Agency, or to Pierce County before an Administering Agency is selected.

34. FILING AND EFFECTIVE DATE; PRIOR AGREEMENTS. This Agreement will become effective October 12, 2021, subject to its approval by the legislative bodies of all jurisdictions who are members of SSHA³P as of October 12, 2021, and, pursuant to RCW 39.34.040, upon recording this Agreement or posting this Agreement on a Party's web site or other electronically retrievable public source. Although this Agreement may be approved and signed by a Party after the Agreement's effective date, all acts consistent with the authority of this Agreement that occur on or after , October 12, 2021, are hereby ratified and affirmed, and the terms of this Agreement will be deemed to have applied.


(Signature Page Follows)

Approved and executed this 21st day of December, 2021.


Name of Party: Pierce County

By: DocuSigned by:

1BD2210628D6495...
Its: Pierce County Executive
Date: 12/21/2021

City of Auburn

By: DocuSigned by:

AEECEB89537354C0...
Its: Mayor
Date: 12/21/2021

City of Edgewood

By: DocuSigned by:

2159A08C38B14D3...
Its: MAYOR
Date: 12/2/2021

City of Fife

By: DocuSigned by:

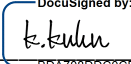
D85AC4CD587E4CC...
Its: Interim City Manager
Date: 12/1/2021

City of Fircrest

By: DocuSigned by:

831B24FA97034B2...
Its: City Manager
Date: 11/29/2021

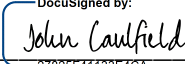
City of Gig Harbor

By: 
BDA708DDCC0CF496...

Its: Mayor

Date: 11/28/2021

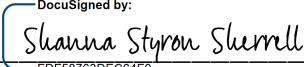
City of Lakewood

By: 
27825F41133E4CA...

Its: City Manager

Date: 11/24/2021

City of Milton

By: 
FDF58763DEC64F0...

Its: Mayor

Date: 12/1/2021

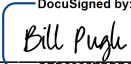
City of Puyallup

By: 
3E28419FE1D84A5...

Its: City Manager

Date: 11/24/2021

City of Sumner

By: 
CED2325EBBD24F6...

Its: Mayor

Date: 11/24/2021

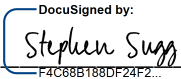
City of Tacoma

By: 
5EF9F48393D34A8...

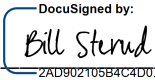
Its: City Manager

Date: 12/1/2021

City of University Place

By: 
DocuSigned by:
F4C68B188DF24F2...
Its: City Manager
Date: 12/1/2021

Puyallup Tribe of Indians

By: 
DocuSigned by:
2AD902105B4C4D0...
Its: Bill Sterud Puyallup Tribe Chairman
Date: 12/21/2021

Town of Steilacoom


By: 
DocuSigned by:
0C598E261EC74C2...
Its: Mayor of Steilacoom
Date: 11/24/2021

Exhibit A – SSHA³P Area of Activity (Map)

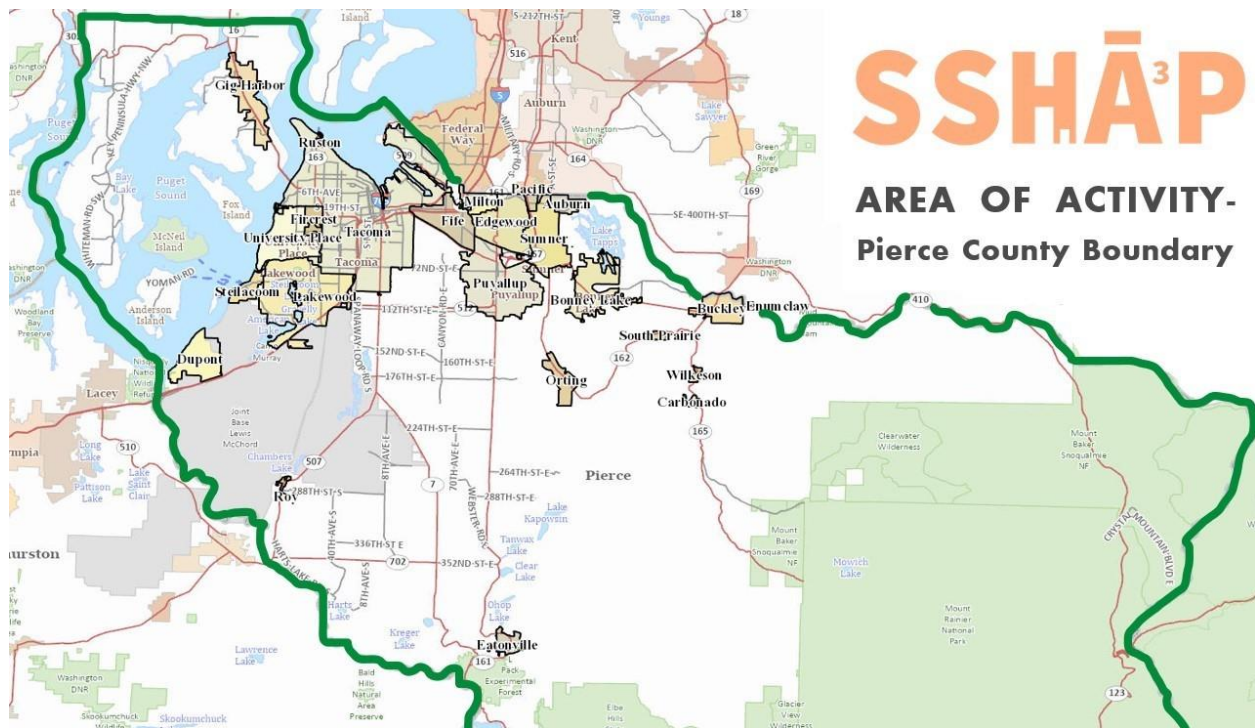


EXHIBIT B – SSHA³P Budgets for First 2.5 Years

DRAFT BUDGET PROPOSAL (14 Governments)

YEAR 1 (2021) - 1 FTE

Funding for 6 Months Operations

Annual Expense Budget

Full-time manager with salary/taxes/benefits	\$	154,000
Administrative & policy support with salary/taxes/benefits (3 months)	\$	-
Direct Expenses - travel, phone, postage	\$	12,000
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	193,000
10% Overhead/Administration Fee	\$	19,300
TOTAL	\$	212,300
Cost for 6 months of Operations:	\$	106,150

Revenue Budget

Outside sources* (Philanthropy, aligned organizations)	\$	7,500
Office Space (in-kind donation) [Pro-rated]	\$	6,000
Shared among participating governments (see below)	\$	92,650
TOTAL	\$	106,150

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by Population Size
Auburn	10,050	1%	\$ 2,000
Edgewood	13,000	1%	\$ 2,000
Fife	10,360	1%	\$ 2,000
Fircrest	6,860	1%	\$ 2,000
Gig Harbor	11,490	1%	\$ 2,000
Lakewood	60,330	7%	\$ 7,000
Milton	6,845	1%	\$ 2,000
Puyallup	43,040	5%	\$ 5,000
Puyallup Tribe	6,000	1%	\$ 1,000
Steilacoom	6,555	1%	\$ 1,000
Sumner	10,500	1%	\$ 2,000
Tacoma	214,700	25%	\$ 20,000
University Place	33,730	4%	\$ 5,000
Unincorporated Pierce Co	436,840	50%	\$ 41,000
TOTAL	870,300		\$ 94,000

YEAR 2 (2022) - 1.5 FTE
14 Governments Providing Full Year of Operations Funding

Annual Expense Budget

Full-time manager with salary/taxes/benefits/inflation for 2nd year	\$	159,390
Administrative & policy support with salary/taxes/benefits/inflation for 2nd year	\$	67,636
Direct Expenses - travel, phone, postage	\$	12,420
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	266,446
10% Overhead/Administration Fee	\$	26,645
TOTAL	\$	293,090

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	266,090
TOTAL	\$	293,090

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by population size
Auburn	10,050	1%	\$ 5,000
Edgewood	13,000	1%	\$ 5,000
Fife	10,360	1%	\$ 5,000
Fircrest	6,860	1%	\$ 3,000
Gig Harbor	11,490	1%	\$ 5,000
Lakewood	60,330	7%	\$ 20,000
Milton	6,845	1%	\$ 3,000
Puyallup	43,040	5%	\$ 12,000
Puyallup Tribe	6,000	1%	\$ 3,000
Steilacoom	6,555	1%	\$ 3,000
Sumner	10,500	1%	\$ 5,000
Tacoma	214,700	25%	\$ 62,000
University Place	33,730	4%	\$ 12,000
Unincorporated Pierce Co	436,840	50%	\$ 125,000
TOTAL	870,300		\$ 268,000

YEAR 3 (2023) - 1.5 FTE
14 Governments Providing Full Year of Operations Funding

Annual Expense Budget

Full-time manager with salary/taxes/benefits/inflation for 3rd year	\$	164,969
Administrative & policy support with salary/taxes/benefits/inflation for 3rd year	\$	70,003
Direct Expenses - travel, phone, postage	\$	12,855
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	274,826
10% Overhead/Administration Fee	\$	27,483
TOTAL	\$	302,309

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	275,309
TOTAL	\$	302,309

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by population size
Auburn	10,050	1%	\$ 5,175
Edgewood	13,000	1%	\$ 5,175
Fife	10,360	1%	\$ 5,175
Fircrest	6,860	1%	\$ 3,105
Gig Harbor	11,490	1%	\$ 5,175
Lakewood	60,330	7%	\$ 20,700
Milton	6,845	1%	\$ 3,105
Puyallup	43,040	5%	\$ 12,420
Puyallup Tribe	6,000	1%	\$ 3,105
Steilacoom	6,555	1%	\$ 3,105
Sumner	10,500	1%	\$ 5,175
Tacoma	214,700	25%	\$ 65,000
University Place	33,730	4%	\$ 12,420
Unincorporated Pierce Co	436,840	50%	\$ 130,000
TOTAL	870,300		\$ 278,835

A large, light blue circular graphic on the left side of the page, featuring several white diagonal stripes that create a sense of motion or a stylized sunburst effect.

SOUTH SOUND HOUSING AFFORDABILITY PARTNERS

2022 WORK PLAN

STRATEGIC PRIORITY 1

Develop and support policies and programs that prioritize and incentivize residential production

1A] Identify 1-3 policy and program areas that have significant impact and/or potential for impact, and develop a toolkit for tracking and dissemination

1B] Explore potential collaborative project funding to increase affordable housing development

Activities/Actions		Responsible	Deliverable	Target Date
1A	Assess and catalog policies and programs currently in use by member governments and summarize their usage and yield.	SSHA ³ P Manager working w/ member staff work group	One summary assessment of current policy and program landscape, performance, and potential.	10/2/2022
1A	Review and create a compilation of policies and programs which SSHA ³ P members could potentially benefit from if enacted	SSHA ³ P Manager working w/ member staff work group		
1A	Executive Board review of policy and program assessment and direction to staff on 1-3 priority items for toolkit development.	Executive Board & SSHA ³ P Manager	Presentation and decision package for Executive Board	11/4/2022
1A	Determine best strategy to create an accessible toolkit and knowledge sharing strategy for member governments to support usage.	SSHA ³ P Manager working w/ member staff work group	One operational toolkit marketed to all member governments and usage dashboard.	12/2/2022
1A	Implement toolkit and socialize access and tracking of member government consideration and usage.	SSHA ³ P Manager working w/ member staff work group		
1B	Ascertain interest from member governments on willingness to partner with member governments on affordable housing development project(s).	SSHA ³ P Manager working w/ member staff work group	One summary report on partnership structure(s) acceptable for member governments to consider.	11/4/2022

STRATEGIC PRIORITY 2

Refine understanding of affordable housing solutions and promising practices

- 2A]** Identify, package, and share essential data on market rate and Affordable housing production
- 2B]** Continued learning on the cost drivers and regulatory requirements of market rate and Affordable housing development
- 2C]** Ascertain and meet the continuing learning expectations and needs of decision makers to affect change

Activities/Actions		Responsible	Deliverable	Target Date
2A	Create GIS map for completed Affordable housing units for calendar years 2016 -2021 and for units projected to be completed 2022-2023.	SSHA ³ P Manager working w/ member staff work group	One operational GIS map on SSHA ³ P website for affordable housing unit inventory and production.	10/1/2022
2A	Create GIS map for completed residential units for calendar years 2016 – 2021.	SSHA ³ P Manager	One operational GIS map on SSHA ³ P website for housing unit production and affordable housing inventory.	10/1/2022
2B	Design presentation(s) in collaboration with market rate and Affordable housing developers of a variety of housing types regarding the cost drivers and regulatory requirements of housing development.	SSHA ³ P Manager working w/ member staff work group	Deliver two high-quality, repeatable presentations on market rate and Affordable housing development realities on multi-family and ownership unit production.	9/2/2022
2C	Assess the learning needs and goals of member governments and Executive Board members.	SSHA ³ P Manager, Executive Board members, and member staff work group	Summary of learning needs assessment, including prioritization, and presentation topic schedule.	10/1/2022

STRATEGIC PRIORITY 3

Assist member governments in achieving Affordable and attainable production and preservation goals

3A] Identify funding mechanisms and the scope of member governments' historical utilization

3B] Design mechanism(s) to identify member governments' policy and/or program assistance needs and prioritize the fulfillment of those needs

Activities/Actions		Responsible	Deliverable	Target Date
3A	Review history of Washington State Housing Trust Fund (HTF) awards for Pierce County Affordable housing projects.	SSHA ³ P Manager	One report on award history of HTF and LIHTC for Pierce County Affordable housing projects.	9/2/2022
3A	Review history of 4% and 9% Low Income Housing Tax Credit (LIHTC) awards for Pierce County Affordable housing projects.	SSHA ³ P Manager		
3B	Conduct monthly member staff work group meetings with meeting time allocated for information sharing and program/policy collaboration.	SSHA ³ P Manager working w/ member staff work group	Quarterly Report to Executive Board on member support activities	Q2 Report: 8/5/2022 Q3 Report: 11/4/2022 Q4 Report: 1/6/2023
3B	Survey of member governments on current and future program and policies needs and considerations.	SSHA ³ P Manager working w/ member staff work group		
3B	Provide reasonable and assistance to members governments as requested.	SSHA ³ P Manager working w/ member staff work group		
3B	Conduct regular member satisfaction surveys to gauge efficacy of member support work	SSHA ³ P Manager		

STRATEGIC PRIORITY 4

Ensure our community's affordable, attainable, and accessible housing needs are represented

4A] Identify local, regional, and statewide influence hubs that affect member governments' policies and resources, and map and ensure member government representation

4B] Produce an annual set of state legislative priorities and determine collaborative paths for joint advocacy success

	Activities/Actions	Responsible	Deliverable	Target Date
4A	Conduct review of local, regional, and statewide formal and informal policy bodies that inform structure for land use, residential building code, and housing and affordable housing policy.	SSHA ³ P Manager working w/ member staff work group	Matrix of applicable policy bodies, SSHA ³ P member government participation, and opportunity for representation and participation.	10/1/2022
4A	Determine if SSHA ³ P member government interests are adequately represented.	SSHA ³ P Manager working w/ member staff work group		
4A	Identify opportunities for SSHA ³ P member governments to gain representation on applicable formal and informal policy bodies.	SSHA ³ P Manager working w/ member staff work group	Presentation on matrix and Executive Board feedback on representation opportunities on local, regional, and statewide policy bodies.	12/2/2022
4B	Survey of member governments and their housing and housing related legislative priorities	SSHA ³ P Manager, member staff work group, and Executive Board	Presentation of draft State Legislative Priorities and options for SSHA ³ P's legislative participation.	10/7/2022
4B	Meeting with SSHA ³ P Executive Board member and/or member government affairs designee to review legislative priorities and design role for SSHA ³ P to fill on housing advocacy.	SSHA ³ P Manager, member staff, and Executive Board	Presentation of State Legislative Priorities and plan for SSHA ³ P's legislative participation.	11/4/2022

STRATEGIC PRIORITY 5

Complete the organizational aspects of the SSHA³P intergovernmental entity

5A] Hire and support .5 FTE staff position

5B] Continuously review, consider, adopt, and implement policies and procedures for SSHA³P governance and operations

5C] Identify, orient, and deploy an Advisory Board to effect equitable community engagement

Activities/Actions		Responsible	Deliverable	Target Date
5A	Create full position description for 0.5 FTE	SSHA ³ P Manager	Staff hired	9/1/2022
5A	Recruitment, interview, and hiring for 0.5 FTE	SSHA ³ P Manager		
5B	Review best practices employed by other regional collaborations, specifically collaborations engaged in the housing and affordable housing space.	SSHA ³ P Manager working w/ member staff work group	Memorandum for Executive Board to review potential practice and process changes to Executive Board operations.	11/15/2022
5C	Create Advisory Board scope of work and board member role/responsibility description	SSHA ³ P Manager working w/ member staff work group	Advisory Board member application portal activated, and Advisory Board member recruitment started.	12/15/2022
5C	Create Advisory Board member recruitment plan	SSHA ³ P Manager working w/ member staff work group		
5C	Create Advisory Board member orientation plan	SSHA ³ P Manager		



2022 WORK PLAN

SSHA³P EXECUTIVE BOARD MEETING

JULY 1, 2022

OVERVIEW

- Work Plan Review
 - Strategic Priorities
 - Strategies
 - Deliverables
 - Target Dates
- Opportunities

STRATEGIC PRIORITY 1

Develop and support policies and programs that prioritize and incentivize residential production

1A] Identify 1-3 policy and program areas that have significant impact and/or potential for impact, and develop a toolkit for tracking and dissemination

1B] Explore potential collaborative project funding to increase affordable housing development

Activities/Actions		Responsible	Deliverable	Target Date
1A	Assess and catalog policies and programs currently in use by member governments and summarize their usage and yield.	SSHA ³ P Manager working w/ member staff work group	One summary assessment of current policy and program landscape, performance, and potential.	10/2/2022
1A	Review and create a compilation of policies and programs which SSHA ³ P members could potentially benefit from if enacted	SSHA ³ P Manager working w/ member staff work group		
1A	Executive Board review of policy and program assessment and direction to staff on 1-3 priority items for toolkit development.	Executive Board & SSHA ³ P Manager	Presentation and decision package for Executive Board	11/4/2022
1A	Determine best strategy to create an accessible toolkit and knowledge sharing strategy for member governments to support usage.	SSHA ³ P Manager working w/ member staff work group	One operational toolkit marketed to all member governments and usage dashboard.	12/2/2022
1A	Implement toolkit and socialize access and tracking of member government consideration and usage.	SSHA ³ P Manager working w/ member staff work group		
1B	Ascertain interest from member governments on willingness to partner with member governments on affordable housing development project(s).	SSHA ³ P Manager working w/ member staff work group	One summary report on partnership structure(s) acceptable for member governments to consider.	11/4/2022

STRATEGIC PRIORITY 2

Refine understanding of affordable housing solutions and promising practices

- 2A]** Identify, package, and share essential data on market rate and Affordable housing production
- 2B]** Continued learning on the cost drivers and regulatory requirements of market rate and Affordable housing development
- 2C]** Ascertain and meet the continuing learning expectations and needs of decision makers to affect change

Activities/Actions		Responsible	Deliverable	Target Date
2A	Create GIS map for completed Affordable housing units for calendar years 2016 -2021 and for units projected to be completed 2022-2023.	SSHA ³ P Manager working w/ member staff work group	One operational GIS map on SSHA ³ P website for affordable housing unit inventory and production.	10/1/2022
2A	Create GIS map for completed residential units for calendar years 2016 – 2021.	SSHA ³ P Manager	One operational GIS map on SSHA ³ P website for housing unit production and affordable housing inventory.	10/1/2022
2B	Design presentation(s) in collaboration with market rate and Affordable housing developers of a variety of housing types regarding the cost drivers and regulatory requirements of housing development.	SSHA ³ P Manager working w/ member staff work group	Deliver two high-quality, repeatable presentations on market rate and Affordable housing development realities on multi-family and ownership unit production.	9/2/2022
2C	Assess the learning needs and goals of member governments and Executive Board members.	SSHA ³ P Manager, Executive Board members, and member staff work group	Summary of learning needs assessment, including prioritization, and presentation topic schedule.	10/1/2022

STRATEGIC PRIORITY 3

Assist member governments in achieving Affordable and attainable production and preservation goals

3A] Identify funding mechanisms and the scope of member governments' historical utilization

3B] Design mechanism(s) to identify member governments' policy and/or program assistance needs and prioritize the fulfillment of those needs

Activities/Actions		Responsible	Deliverable	Target Date
3A	Review history of Washington State Housing Trust Fund (HTF) awards for Pierce County Affordable housing projects.	SSHA ³ P Manager	One report on award history of HTF and LIHTC for Pierce County Affordable housing projects.	9/2/2022
3A	Review history of 4% and 9% Low Income Housing Tax Credit (LIHTC) awards for Pierce County Affordable housing projects.	SSHA ³ P Manager		
3B	Conduct monthly member staff work group meetings with meeting time allocated for information sharing and program/policy collaboration.	SSHA ³ P Manager working w/ member staff work group	Quarterly Report to Executive Board on member support activities	Q2 Report: 8/5/2022 Q3 Report: 11/4/2022 Q4 Report: 1/6/2023
3B	Survey of member governments on current and future program and policies needs and considerations.	SSHA ³ P Manager working w/ member staff work group		
3B	Provide reasonable and assistance to members governments as requested.	SSHA ³ P Manager working w/ member staff work group		
3B	Conduct regular member satisfaction surveys to gauge efficacy of member support work	SSHA ³ P Manager		

STRATEGIC PRIORITY 4

Ensure our community's affordable, attainable, and accessible housing needs are represented

4A] Identify local, regional, and statewide influence hubs that affect member governments' policies and resources, and map and ensure member government representation

4B] Produce an annual set of state legislative priorities and determine collaborative paths for joint advocacy success

	Activities/Actions	Responsible	Deliverable	Target Date
4A	Conduct review of local, regional, and statewide formal and informal policy bodies that inform structure for land use, residential building code, and housing and affordable housing policy.	SSHA ³ P Manager working w/ member staff work group	Matrix of applicable policy bodies, SSHA ³ P member government participation, and opportunity for representation and participation.	10/1/2022
4A	Determine if SSHA ³ P member government interests are adequately represented.	SSHA ³ P Manager working w/ member staff work group		
4A	Identify opportunities for SSHA ³ P member governments to gain representation on applicable formal and informal policy bodies.	SSHA ³ P Manager working w/ member staff work group	Presentation on matrix and Executive Board feedback on representation opportunities on local, regional, and statewide policy bodies.	12/2/2022
4B	Survey of member governments and their housing and housing related legislative priorities	SSHA ³ P Manager, member staff work group, and Executive Board	Presentation of draft State Legislative Priorities and options for SSHA ³ P's legislative participation.	10/7/2022
4B	Meeting with SSHA ³ P Executive Board member and/or member government affairs designee to review legislative priorities and design role for SSHA ³ P to fill on housing advocacy.	SSHA ³ P Manager, member staff, and Executive Board	Presentation of State Legislative Priorities and plan for SSHA ³ P's legislative participation.	11/4/2022

STRATEGIC PRIORITY 5

Complete the organizational aspects of the SSHA³P intergovernmental entity

5A] Hire and support .5 FTE staff position

5B] Continuously review, consider, adopt, and implement policies and procedures for SSHA³P governance and operations

5C] Identify, orient, and deploy an Advisory Board to effect equitable community engagement

Activities/Actions		Responsible	Deliverable	Target Date
5A	Create full position description for 0.5 FTE	SSHA ³ P Manager	Staff hired	9/1/2022
5A	Recruitment, interview, and hiring for 0.5 FTE	SSHA ³ P Manager		
5B	Review best practices employed by other regional collaborations, specifically collaborations engaged in the housing and affordable housing space.	SSHA ³ P Manager working w/ member staff work group	Memorandum for Executive Board to review potential practice and process changes to Executive Board operations.	11/15/2022
5C	Create Advisory Board scope of work and board member role/responsibility description	SSHA ³ P Manager working w/ member staff work group	Advisory Board member application portal activated, and Advisory Board member recruitment started.	12/15/2022
5C	Create Advisory Board member recruitment plan	SSHA ³ P Manager working w/ member staff work group		
5C	Create Advisory Board member orientation plan	SSHA ³ P Manager		

OPPORTUNITIES

- Growing SSHA³P Membership
- Members Assistance Requests
- Pierce County's Affordable Housing Action Strategy
- Regional Middle Housing Grant

A large, light blue circular graphic on the left side of the slide, composed of several white, wedge-shaped segments radiating from the center, resembling a stylized sun or a gear.

2022 WORK PLAN

SSHA³P EXECUTIVE BOARD MEETING

JULY 1, 2022



RESOLUTION NO. 2022-04

A RESOLUTION OF THE EXECUTIVE BOARD OF THE
SOUTH SOUND HOUSING AFFORDABILITY PARTNERS
("SSHA³P") ADOPTING THE 2022 SSHA³P WORK PLAN

WHEREAS, Section 4, Subsection a of the South Sound Housing Affordability Partners ("SSHA³P") Intergovernmental Agreement ("IGA"), attached as Exhibit A, provides the SSHA³P Executive Board with the responsibility to, "create and implement an annual work plan approved by the Executive Board to guide the work of SSHA³P Staff."; and

WHEREAS, a cooperative work plan with a primary focus on the production and preservation of affordable and attainable housing, is needed because the lack of access to affordable and attainable housing is one of the key contributors to homelessness; and

WHEREAS, the purpose of the annual work plan is to provide work guidance and implement the overarching SSHA³P goals to work together to create and preserve affordable, attainable, and accessible housing throughout Pierce County; and

WHEREAS, the 2022 work plan includes five strategic priorities; and

WHEREAS, strategic priority 1 is to develop and support policies and programs that prioritize and incentivize residential production; and

WHEREAS, strategic priority 2 is to refine understanding of affordable housing solutions and promising practices; and

WHEREAS, strategic priority 3 is assist member governments in achieving affordable and attainable production and preservation goals; and

WHEREAS, strategic priority 4 is to ensure our community's affordable, attainable,

SSHA³P

and accessible housing needs are represented; and

WHEREAS, strategic priority 5 is to complete the organizational aspects of the SSHA³P intergovernmental entity; and

NOW, THEREFORE, THE EXECUTIVE BOARD RESOLVES as follows:

Section 1. The Executive Board adopts the SSHA³P 2022 Work Plan as shown in Attachment B.

Section 2. This Resolution will take effect and be in full force upon passage and signature.

Adopted this _____ day of _____, 2022.

SOUTH SOUND HOUSING AFFORDABILITY PARTNERS

VICTORIA WOODARDS, CHAIR

ATTEST:



2023 STATE LEGISLATIVE AGENDA

SSHA³P EXECUTIVE BOARD MEETING

JULY 1, 2022

PRESENTATION OVERVIEW

- Historical Overview of SSHA³P Legislative Agendas
- Agenda Development Options
- Agenda Structure



HISTORICAL OVERVIEW

2020 Priorities

- Investments in the Housing Trust Fund
- Flexible local funding options
- Equitable allocation of the Housing Trust Fund
- Utilize Pierce County as home to pilot programs and policy to provide attainable housing for all.

2021 Priorities

- Expand availability of MFTE to small jurisdictions
- Fund resources for rent, foreclosure prevention, and utility assistance.
- Preserve and Fund the Housing Trust Fund
- Local graduated REET options

2022 Priorities

- Providing funding for comprehensive plan updates
- Funding and policy decisions in support of affordable homeownership
- Increase Housing Trust Fund and create new resource tools for local governments
- Reform SEPA to streamline review
- Prioritize resources and policies to limit evictions
- Create tools for local governments to fund land acquisition around transit centers



AGENDA STRUCTURE

- **Identify 3-5 priorities**
 - Examples Include:
 - Land Use regulations
 - Capital Investments for housing and infrastructure
 - Development and growth incentives and options
 - Funding tool creation and/or adjustments
 - Support for regulatory updates
- **Collaboration with Community Partners**
- **Support, Monitor, Oppose**



DEVELOPMENT TIMELINE: OPTION 1

July 1

Presentation & Direction for State Legislative Agenda development

July – August

Development of Legislative Agenda priorities

September 2

Presentation of draft State Legislative Agenda

September – October

Opportunity for member government presentations and feedback

November 4

Executive Board Presentation and adoption of State Legislative Agenda

November – December

Meeting with Pierce County Legislative delegation

January 9, 2023

2023 State Legislative Session begins



DEVELOPMENT TIMELINE: OPTION 2

July 1

September – October

November 4

December 2

December - January

January 9, 2023

Presentation & Direction on State Legislative Agenda development

Meeting with Government Affairs representatives of members governments

Presentation of draft State Legislative Agenda

Presentation and adoption of State Legislative Agenda

Meeting with Pierce County Legislative delegation

2023 State Legislative Session begins





2023 STATE LEGISLATIVE AGENDA

SSHA³P EXECUTIVE BOARD MEETING

JULY 1, 2022