

## South Sound Housing Affordability Partners Executive Board

Special Meeting AMENDED 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

January 10, 2025, 8:30 a.m.

Chair Councilmember Kevin Ballard, Vice Chair Councilmember Robyn Denson, Mayor Nancy Backus, Mayor Dave Olson, Mayor Kim Roscoe, Councilmember Hunter George Mayor Mary Barber, Councilmember Paul Bocchi, Mayor Shanna Styron Sherrell, Executive Ryan Mello, Councilmember Ned Witting, Mayor Kathy Hayden, Mayor Dick Muri Mayor Victoria Woodards, Councilmember Stan Flemming

Deputy Mayor Mike Winkler (Alternate), Councilmember Christi Keith (Alternate), Councilmember Lew Wolfrom (Alternate), Councilmember Brett Wittner (Alternate) Councilmember Mike Brandstetter (Alternate), LeighBeth Merrick (Alternate), Councilmember Nancy Henderson (Alternate), Councilmember Kiara Daniels (Alternate) Councilmember Denise McCluskey (Alternate)

## I. CALL TO ORDER

ROLL CALL

INTRODUCTORY QUESTION

Question: Have you ever successfully accomplished a New Year's resolution? If yes, what was it?

## II. REVIEW AGENDA/AGENDA MODIFICATIONS

#### III. CONSENT AGENDA

ATTACHMENTS: December 6, 2024, Executive Board regular meeting minutes

Document Link

#### IV. PUBLIC COMMENT

This is the time set aside for the public to comment on final action of the Executive Board. 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. Public comments are limited to 3 minutes per speaker.

The Executive Board meeting can be heard by dialing 253-215-8782 or through Zoom at <u>https://piercecountywa.zoom.us/j/98374643754</u> and entering the Meeting ID 983 7464 3754. Written comments may be submitted to jason.gauthier@piercecountywa.gov.

#### V. RESOLUTIONS AND PRESENTATIONS

#### A. SSHA<sup>3</sup>P Housing Capital Fund Update

**<u>Purpose</u>**: Presentation from Jason Gauthier, SSHA<sup>3</sup>P Manager, on status of SSHA<sup>3</sup>P Housing Capital Fund

ATTACHMENTS: Agenda Memorandum: SSHA<sup>3</sup>P Housing Capital Fund Update Document Link

SSHA<sup>3</sup>P Housing Capital Fund Update Presentation

#### **B. Family Promise of Pierce County**

Purpose: Presentation by Steve Decker, CEO of Family Promise of Pierce County.

ATTACHMENTS: Agenda Memorandum: Family Promise Network of Pierce County Family Promise Network of Pierce County Presentation

Document Link Document Link

**Document Link** 

VIII.	ADJOURN		
VII.	UPDATES/COMM	IENTS OF THE EXECUTIVE BOARD	
		SSHA <sup>3</sup> P Member Services	Document Link
		2025 Executive Board Onboarding Packet	Document Link
	ATTACHMENTS:	January 2025 SSHA <sup>3</sup> P Manager Report	Document Link
	C. Legislative Session	on Update	
	B. Advisory Board U	Ipdate	
	A. CLIHP Grant Upd	late	
VI.	REPORT BY THE	SSHA <sup>3</sup> P MANAGER	

# SSHĀP

## South Sound Housing Affordability Partners Executive Board Meeting Minutes

December 6, 2024 8:30 – 9:55 a.m.

Executive Mayor Nancy Backus, City of Auburn – present Vice-Chair, Councilmember Kevin Ballard, City of DuPont - present Board: Deputy Mayor Mike Winkler, City of DuPont (alternate) - present Mayor Dave Olson, City of Edgewood - present Councilmember Christi Keith, City of Edgewood (alternate) - excused Chair, Mayor Kim Roscoe, City of Fife – present Councilmember Lew Wolfrom, City of Fife (alternate) - excused Councilmember Hunter George, City of Fircrest – excused Councilmember Brett Wittner, City of Fircrest (alternate) - present Mayor Mary Barber, City of Gig Harbor - present Councilmember Paul Bocchi, City of Lakewood - excused Councilmember Mike Brandstetter, (alternate) City of Lakewood - excused Mayor Shanna Styron Sherrell, City of Milton - excused Executive Bruce Dammeier, Pierce County - excused Human Services Director Heather Moss, Pierce County (alternate) - present Councilmember Ryan Mello, Pierce County – present Councilmember Robyn Denson, Pierce County (alternate) - excused Councilmember Ned Witting, City of Puyallup – present Mayor Dick Muri, Town of Steilacoom – present Councilmember Nancy Henderson, Town of Steilacoom, (alternate) - present Mayor Kathy Hayden, City of Sumner – present Mayor Victoria Woodards, City of Tacoma - excused Councilmember Kiara Daniels, City of Tacoma (alternate) - present Councilmember Stan Flemming, City of University Place – present Councilmember Denise McCluskey, City of University Place (alternate) - excused

- Staff: Jason Gauthier, SSHA<sup>3</sup>P Manager Mary Connolly, Program Specialist 2 Becki Foutz, Admin Assistant
- Guests: Carl Schroeder, Association of WA Cities, Riley Guerrero, Chair, SSHA<sup>3</sup>P Advisory Board, Jay Worley, Co-Vice Chair, SSHA<sup>3</sup>P Advisory Board MINUTES

topic/ Who	DISCUSSION	ACTION
Call to Order	Mayor Roscoe called the meeting to order. SSHA <sup>3</sup> P Manager Gauthier called roll, per above; a quorum was present. Councilmember Ballard welcomed all, with a special welcome to Gig Harbor Mayor Mary Barber, who was recently appointed Mayor following Tracie Markley's resignation. Mayor Barber shared that this is a very important group to the Gig Harbor City Council, and she's happy to be in attendance.	Wel- come, Mayor Barber and all!

TOPIC/WHO		DISCUSSION	ACTION
	Hayder	Imember Flemming moved to approve the consent agenda. Mayon seconded the motion. Vote was taken; none opposed and no tions. The motion carried unanimously.	or Consent agenda ap- proved.
		Imember Ballard opened the floor for public comment. None. No comments were received.	
Legislative Session Preview Carl Schroeder, Deputy Director of Gov't Affairs, Association of WA Cities	bienniu operati we hav new Se Solomo Batema Budget It's ant breakin That ca govern to be a investn The AV • F	<ul> <li>25 session is a long, 105-day session: it's the first year of the um. The primary obligation of the State legislature is to pass the ing transportation and capital budgets. For the first time in 12 ye is a new Governor; we also have a new crop of statewide electeds and mainter majority leader, new Senate Local Gov't Chair Senator Jesse on, and new Senate Housing Committee Chair Senator Jesse and.</li> <li>t challenges are expected to dominate the session; the operating deficit over the next four years is somewhere between \$8 and \$ icipated that Democrats will put forth taxes for consideration, poing the State's 1% property tax cap, a high-earner, or a wealth tax in put cities into a defensive posture, since traditionally local ments accounts are sometimes "swept" in bad budget times. We issertive in explaining the value of programs and community imponents. Tough choices will need to be made.</li> <li>WC has five priorities to pursue:</li> <li>Fiscal Sustainability - they would like the 1% property tax cap for governments to increase to 3%, or the rate of inflation, whicheve lower.</li> <li>Behavioral Health - they would like to add more supports across to continuum, with special focus on co-responder programs with MI social workers either embedded with police or responding separato to those in BH crisis.</li> <li>nfrastructure – they would like to see enhancements in programs assistance maintaining the connecting housing and infrastructure program in public works,</li> <li>Transportation – a mini package or a fee package to backfir projects previously committed to, and potentially a bit moc transitioning away from the gas tax to possibly a road usa charge.</li> <li>Retail Delivery Fee – in recognition of the higher-weight ar more frequent trucks due to online deliveries – 35 cents or orders of food or otherwise sales-tax exempted items ove \$50, with revenues dedicated to local road preservation a maintenance.</li> </ul>	s, a 12B. ssibly need act of local er is the H or ately like bre, age nd on r

<b>TOPIC/WHO</b>		DISCUSSION	ACTION
2025 Session continued	They a particul Carl exprobation that a probation on that a probation on the probation of the probation of the private communication	Public Safety – addressing officer recruitment and retention, and organized retail crime. Housing – focused on whatever can be done to help increase both supply on the market rate side as well as revenues for needed subsidies. 500,000 affordable at 50% of the median income uni are needed over the next 20 years. For example, supporting the estate transfer tax proposal, closing a tax loophole that applies to self-storage industry that would yield over \$60M which they wou propose dedicating to housing. Iso expect to be engaged in the zoning and density conversations alarly the Transit-Oriented Development Bill. spects that the biggest thing on the Housing agenda this year will oly be rent stabilization. There's a feeling that this is the year whe ave the support and expect it will pass. AWC does not engage dir t issue due to lack of consensus amongst members. Is working with SSHA <sup>3</sup> P on trying to encourage support for actured home communities – they're either being purchased by ne e owners who radically increase rent, driving people out of unities, or converted to other uses. They're exploring bolstering th of those communities to become resident-owned through State ructure support. t-splitting conversation will also return; it's an idea to facilitate ear ivision. AWC has been discussing this with the Master Builders ation, who brought the bill forward last year, to see if agreement de on a better subdivision process that can facilitate lot-splitting tr removing important consumer protections, environmental review her appropriate measures. are also proposals around different types of incentives, waiving sa certain affordable housing developments and having the State e it, into the project or community. They'd also like to make some tweaks around the real estate excise tax, removing the cap. xxpects to see the Housing Accountability Act come forward from or Bateman. The premise is that the State would evaluate whether propriately following State law. The AWC doesn't think this is iary; there's no evidence of widesp	ts real o the ild s, fre rectly ew he sier can w, ales e local hs

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TOPIC/WHO		DISCUSSION	AC	TION	
Session	<b>2025</b> Regarding zoning, the AWC will encourage a pause to let the ground stabilize underneath cities, allowing them to figure out the regulations, implement them, and focus on what will get housing built, investments, and increasing the construction workforce to get through the housing crisis, continue the efforts to create incentives and make the market more viable for housing construction.				
	against govern A new they're to expa argume framed affectin as poss choices reflect Comme	lard asked what sort of means local communities have to push be the preemption of the State wanting to ensure that local ments are following State regulations? Engage with your delegan proposal must come forward since it's a new session; make sure informed of your perspectives, partnering with neighbor commu- and reach and support. AWC has not found strict local control ents to be persuasive around current legislators, so it needs to b around ensuring that the community still has input on decisions of their lives and keeping community-based decision-making as r sible in these policies. Talk with your legislators about the right to make at the State level, retaining local discretion and ability circumstances on the ground at the local level. For example, erce staff have likely never been to some of our local cities and a liar with their individual specific challenges.	tion. nities e much to	Thank you, Carl!	
2024-09, Stipend Policy	Executi to mem The SS Board I popula Executi	resented an Advisory Board Stipend Policy for consideration of t ve Board, per their request at the May meeting. The policy was s ober governments to review in advance of the meeting. HA <sup>3</sup> P intergovernmental agreement requires that 1/3 of the Advi be consumers of affordable/attainable housing. Recruiting this tion to serve on the Advisory Board has been difficult. Last year' ve Board Chair and Vice Chair asked staff to gather information I policies.	sent isory s	Informa- tional	
	to part Under to <u>all thre</u> • E	rpose of the policy is to encourage membership and reduce barr icipation for current and recent consumers of affordable housing the policy, Advisory Board members are eligible to receive stiper <u>e</u> of the following criteria are true: Experience as consumer of affordable housing within the last seve years; Member of a household earning at or below 60% AMI; and Not compensated by any organization to attend Board meetings.	nds if en		

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SSHA<sup>3</sup>P Executive Board Meeting

TOPIC/W	HO	DISCUSSION	ACTION
Stipend Policy	Eligible then re chair, a a topic Membe stipend discuss attend Fiscal i membe would Budge adoptic When a positio otherw set pre been a Vice Cl staff m across Adviso implica many c experie may no shared membe	e members would need to opt in to receive their stipend. They would ceive \$75 per meeting (regular, special, committee, chair and vice and executive board meetings when the member is present to discut on behalf of the Advisory Board) up to 18 meetings per year. The series must attend at least 75% of the meeting in order to earn their d; with exception of if they attend the Executive Board meeting to a particular topic on behalf of the Advisory Board, they need only that portion of the meeting in order to receive their stipend. If the statend at least 18 meetings and one member attends 12, the ceb \$4950. This figure has been included in SSHA <sup>3</sup> P's 2025 Operate that was recommended by the Executive Board in May and is up for as the next agenda item. The asked for feedback, Pierce County staff reported that the County's n is that Board member positions should be volunteer/unpaid unle ise specified in Code. There's concern that adopting this policy wo cedent for other County Boards and that potential impact has not nalyzed. The ablard opened for questions. CM Flemming asked how SSHA <sup>3</sup> itigated the County Policy staff's concerns about setting a precedent for where provides alone, there are 13 other Advisory Board of which have priorities or requirements around members with livece ence. Countywide, there are many Advisory Boards, some of which thave the financial flexibility to provide stipends. Vice Chair Ballar that he serves on a State Board which provides stipends for ers with lived experience. Muri added that he formerly served on the Pierce County Council a add that there are approximately 50 Advisory Boards across the . This policy has a fiscal impact, sets precedence, and it's also ially a bureaucratic mess to keep track of writing stipend checks. H 's not a good idea. The Town of Steilaccom continues to revisit or vote yes; she agrees with Director Moss that it's complicated, yet is not a good idea. The Town of Steilaccom continues to revisit and the serves is the agenta where the financial flexibility to p	Id Informa- tional ss I ost ing or ss uld I ss uld I s uld I s uld I s uld I s uld I s uld I su uld I I su uld I su uld I su I su uld I su I su I su uld I su I I Su I Su I I Su I Su I Su I Su I
	necess Chair F		2024- 09 was

SSHA<sup>3</sup>P Executive Board Meeting

TOPIC/W	/HO	DISCUSSION	ACTION
2024-10, 2025 SSHA <sup>3</sup> P	require year by May 3 Operat year. Vice Cl CM Wit second	presented Resolution 2024-10. The intergovernmental agreement as SSHA <sup>3</sup> P to adopt a recommended budget for the following fiscal y July 1. This Board accomplished that via Resolution 2024-04 at 1 1 meeting. That budget is included in Resolution 2024-10, 2025 ting Budget, as Exhibit A. Member fees have not increased from las hair Ballard opened for questions. None. tting moved to approve the operating budget. CM Flemming led the motion. Vote was taken, none opposed, no abstentions. The carried unanimously.	the Resolu- tion 2024- 10 was
2024-11, 2025 Advisory Board Work	recommetin Universible homeo policies The Exchange researce Riley G Plan is from in operati afforda attaina increas prioriti afforda Co-Vice learnin seeing It's bee spectru afforda educat SSHA <sup>3</sup> I Adviso Worley those i	resented the Resolution, Work Plan, and tentative calendar. It was mended by the Advisory Board for adoption at their November g. Policy areas include Housing Toolkit Recommendations, includir sal Design Incentives, land use policies to facilitate the developmer wnership opportunities including through unit lot subdivision and s that support and incentivize construction of affordable housing. ecutive Board was presented a draft of this Work Plan last month. a has been made: removal of condominiumization as a policy to ch. This is because condominiumization is regulated at the State le interrero, Chair of the SSHA <sup>3</sup> P Advisory Board explained that the W the result of finding common areas of interest across the Board at put from the Executive Board and staff workgroup's desired areas ion. The three policy areas each touch on the mission of increasing ability by supporting and incentivizing affordable housing, increasing bility with the development of homeownership opportunities, and sing accessibility with the construction of housing design. Other es include mitigation of displacement, preservation of existing able housing, and development of new affordable housing. e Chair Worley added that in 2025, the Board looks forward to g about permitting, expanding universal design knowledge, and where they can go, to create as much housing for all levels of nee en incredibly hopeful that people are starting to look at the full um of housing needs and opening up avenues for consumers of able housing to give their opinions, providing a well-informed, ed point of view that leads future housing communities. Jay thanke P staff for their work to provide educational presentations to the ry Board so that they can make informed decisions. Co-Vice Chair also thanked the Executive Board for approving stipends, to allow n brackets who can't afford to attend meetings to be able to provi- based on their lived experience.	tional one vel. ork nd of ng d. ed

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TOPIC/W	/HO DISCUSSION	ACTION
	Vice Chair Ballard thanked Riley and Jay for attending today to present the Work Plan. Councilmember Flemming moved to adopt Resolution 2024-11. CM Wittne seconded the motion. Vote was taken; none opposed, no abstentions. The motion carried unanimously.	Resolu- tion 2024- r 11 was adop- ted. The Chair will work with staff to transmit a letter to the Advi- sory Board to thank them.
2024-12 Appointing Advisory Board Members		n d

SSHA<sup>3</sup>P Executive Board Meeting

<b>TOPIC/WHO</b>		]	DISCUSSION		AC	TION		
-	(Lua) Prite	e committee also recommends moving one existing member, Faaluaina ua) Pritchard, from consumer to the developer/manager category. ere is what the full Board would look like, with term lengths:						
	Term Expires Advisor/Advocate Developer/Manager Consumer							
		Adria Buchanan	Riley Guerrero	Desniege Hay	wood			
	2025	Corey Orvold	Steve Decker*	Jay Worley				
	Dec 31,	Isabella Rivera Kjaer	Faaluaina (Lua) Pritchard	Tim Fairley				
	2026	Gary Hawkinson*	Zac Baker	Sara Delano*				
		Alexandria Nickerson	Nicholas Carr	Alfonso Brow	n			
	Dec 31, 2027	Lori Wada	Jonah Kinchy	Laura Mullen				
	2027	Rosey Zhou						
	Profiles o the meeti In the Ad housing, experience affordable In the De experience housing o affordable shelter op All memb participat Additiona outreach research Mary invir Advisory that he en quality ca with stror category.	f each candidate recoming packet. visor/Advocate category real estate equity, and p the in tenant organizing a the housing finance throug veloper/Manager category the housing finance throug veloper/Manager category the housing for local his developer and a commu- te housing development. Derations and affordable housing in an affordable hous ally, current members brick experience and new me and writing, accounting, ted Councilmember With Board Reappointment to njoyed serving o the com- andidates that have been nger candidates represe	ing fundraising advocacy mbers bring experience in , and architecture. ting, a member of the Con o provide some remarks. mmittee and was pleased n recruited. The Advisory enting categories, particula eir advice and recommend	were included expertise in fai ers have ending and ocal levels. The members have orofit, affordab nat partners in expertise in fai ment. The experience and communit n academic native on CM Witting sta with the high- Board is matuarly the Consu	l in ir bring ble amily e ty ated - iring, imer			

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TOPIC/W	<b>HO</b>	DISCUSSION	AC	TION
Board Appts	(becaus and ap	tting suggested appointing Nicholas to a term expiring Dec 31, 2 se he is a returning number who has already served for two years pointing Steve Decker to a term expiring Dec 31, 2027 (because w member.)	s)	Discus- sion
	CM Wit amend	tting moved to approve Resolution 2024-12, with his suggested ment.		
	Vice Cł desirec	nair Ballard invited appointees to address the Executive Board if d.		
	conside recomm membe experie afforda	Delano introduced herself and thanked the Executive Board for ering her appointment to the Advisory Board. Sarah was mended by Ben Ferguson, her boss, and retiring Advisory Board er. Sarah is passionate about affordable housing and has valuable ence both as someone who has used and lived in different types able housing, and as an architectural design professional with se in affordable housing design and permitting.		
	about I lots of	Decker operates Family Promise of Pierce County and cares a lot local family space and affordable housing. His background includ affordable housing projects, currently renting in Pierce County, a g affordable housing in Idaho.		
	some o Trust F estate :	ada is excited to join the team and hopes to have a chance to shap of the best practices she learned while working for the State Hous fund. She worked in a very underserved community in her 25 yea services. Lori wants to be a voice for those in need of affordable g and affordable health care, to truly practice inclusiveness.	sing	
	appoin	nair Ballard encouraged the Executive Board members to review tee packets; their breadth of knowledge, experience and education mpressive.		Resoluti
	second discuss	Barber moved to approve Resolution 2024-12. CM Flemming led the motion. CM Witting would like to make the amendment sed above, swapping terms for Nicholas Carr and Steve Decker. N accepted the amendment to her motion.	1ayor	on 2024- 12 was adopt- ted as
	Vote w unanim	as taken; none opposed, no abstentions. The motion carried nously.		amen- deed.
Vice Chair	Chair. (	nair Ballard called for nominations for 2025 SSHA <sup>3</sup> P Executive Bo CM Daniels nominated Vice Chair Ballard for Chair. Mayor Roscoe led the nomination. Vice Chair Ballard asked if there were any. No	•	

TOPIC/W	HO DISCUSSION	ACTION
Election	HO         DISCUSSION           Vice Chair Ballard accepted the nomination. He stated tha trajectory of this organization is on an upward momentum previous Chairs, like Chair Roscoe and the rest of the men the vision of Executive Dammeier.           Vote was taken on Vice Chair Ballard's election; none opp abstentions. Vice Chair Ballard was elected as Chair.           Chair Roscoe nominated CM Denson for Vice Chair. Mayor the nomination. CM Denson thanked Chair Roscoe and Ma nomination. She expressed her admiration of SSHA <sup>3</sup> P; she	t the direction and cM n to the credit of Ballard nbers who serve in elected 2025 bosed, no SSHA <sup>3</sup> P Executiv e Board cr Barber seconded ayor Barber for the
	idea was first born, and Gig Harbor was very happy to do serves on the Pierce County Council and has the honor of Community Development and Environment Committee. Sh the honor of working alongside Council Chair Mello and th pass a very sustainable housing comprehensive plan. SSH helpful in a number of components of that, and their insig were highly valued. CM Denson has worked for communit on affordable housing, weatherization, minor home repair and foster youth group homes. She's also worked for Hab and as a nonpartisan policy staff for the State House of Re including staffing the Housing Committee for five sessions important! We have a housing crisis. She's happy that SSH together to move the issue forward to ensure a variety of available at a variety of affordable price points. She thank on SSHA <sup>3</sup> P and would consider it an honor to serve as Vio	so. She now leading the he also recently had heir colleagues to A <sup>3</sup> P was quite thand expertise y action agencies , homeless shelters, bitat for Humanity epresentatives, s. Housing is A <sup>3</sup> P brings all housing options ed all who serve e Board
	Vote was taken on Councilmember Denson's election as V opposed, no abstentions. Councilmember Denson was electron Vice Chair Ballard briefly reviewed SSHA <sup>3</sup> P's 2024 accom- highlights: the <u>developer portal</u> ; passage of <u>SB 6173</u> ; SSF funding NOFA; award of the CLIHP grant; National Associa achievement award for intergovernmental collaboration; in universal design principles; federal grant collaboration; an Jason Gauthier's appointment to the State Affordable Hou Board, and invitation to Chair its Legislative Committee.	Vice Chair; none ected as Vice Chair. plishment HA <sup>3</sup> P's first capital ation of Counties ncorporating Mary, ad SSHA <sup>3</sup> P Manager Addition of All!

TOPIC/W	<b>HO</b>	DISCUSSION	ACT	ΓΙΟΝ
SSHA <sup>3</sup> P Manager Report Jason &	Letter t letter t to the collabo Service <u>SSHA<sup>3</sup>I</u> the 20 This wi housin <u>Adviso</u> commu the rec been re	to Assessor-Treasurer Lonergan – included in the meeting packet hanks Pierce County Assessor-Treasurer Lonergan for his commit property tax exemptions seminars that his office conducted in pration with SSHA <sup>3</sup> P member governments and Pierce County Hu	t, this ment man on 15. n the orm ave	Informa- tional
	month. SSHA <sup>3</sup> I year to	. 18 attended, bringing the total seminar attendees this year to 2 P staff will meet with the Assessor Treasurer-elect Campbell early o plan 2025 seminars.	36! next	
Board Member Updates and	probab were ir housin Wooda Damm County the for roadsh encour towns Chair E willing Mayor Counci but tha Althou	Ballard remarked that if it wasn't for Executive Dammeier, SSHA <sup>3</sup> P oby wouldn't exist. In August of 2018, the mayors of Pierce Count invited to Puyallup City Hall for a mayoral roundtable regarding g affordability. The invitation was signed by three people: Mayor ards, County Councilmember Connie Ladenburg, and Executive eier. The group met regularly to discuss affordable housing in Pie and how collaboration would be beneficial. They eventually created mal organization that SSHA <sup>3</sup> P is today. Executive Dammeier went how presenting the idea to various city councils around Pierce Cour- raging them to participate. His sincere desire brought all the cities into the fold: it was his vision, and that's why SSHA <sup>3</sup> P exists toda Ballard thanked Executive Dammeier for his years of leadership ar ness to call the member governments together. Roscoe concurred. She will have additional remarks in January. Ilmember Flemming confessed that he had doubts in the beginning anks to the leadership of the past year, he is highly impressed. gh the group doesn't always agree on everything, progress has b and we're moving in the right direction together.	y erce ted ton a unty, s and y. nd	Informa- tional Thank you, Execu- tive Dam- meier!
	adjour	being no further business, Councilmember Flemming moved to n. Councilmember Mello seconded the motion. Vote was taken; th n passed unanimously. The meeting adjourned at 9:55 a.m.	ne	Meeting ad journed.

## **TOPIC/WHO**

DISCUSSION

ACTION

The next SSHA<sup>3</sup>P Executive Board meeting is scheduled for Friday, January 10, at 8:30 a.m. via Zoom.

Respectfully submitted,

Becki Foutz Administrative Assistant

## AGENDA MEMODRANDUM

January 10, 2025

### AGENDA CATEGORY Staff Presentation

SUBJECT: SSHA<sup>3</sup>P Housing Capital Fund Update

PRESENTED BY: Jason Gauthier

#### FISCAL IMPACT: N/A

**ESTIMATED COST:** 

#### SUMMARY/BACKGROUND:

Resolution No. 2023-08 created the SSHA<sup>3</sup>P Housing Capital Fund account (the Fund) and Rules and Procedures for the Fund. The Rules and Procedures created a committee of contributing parties to the Fund and provided the committee the authority to develop project type and geographic priorities for the awarding for moneys from the Fund.

The contributing parties to the Fund in 2024 were the cities of Auburn, Fife, Sumner, and Pierce County. The parties allocate the following funding amounts of their funds collected under RCW 82.14.540 to the Fund in fiscal year 2024.

- City of Auburn \$15,000
- City of Fife \$153,000
- City of Sumner \$125,000
- Pierce County \$293,000

The Fund's 2024 Notice of Funding Availability (NOFA) was released on April 17, 2024, and closed on June 19, 2024. The NOFA received three applications in response. The Fund Committee reviewed and scored those proposals, and unanimously recommended that no funding award be made.

In 2025 the Fund is estimated to have \$966,000 available, with the following member funding amounts:

- City of Auburn \$30,000
- City of Fife \$263,000
- City of Sumner \$190,000
- Pierce County \$483,000

The amounts indicated include roll over funds from 2024 and newly allocated funds for 2025.

The purpose of this presentation is to provide the Executive Board with an update of items under consideration by the SSHA<sup>3</sup>P Housing Capital Fund Committee.

#### ATTACHMENTS:

• SSHA<sup>3</sup>P Housing Capital Fund Update Presentation

#### STAFF RECOMMENDATION:

N/A

ALTERNATIVES:

N/A

#### **RECOMMENDED MOTION:**

N/A



# SSHA<sup>3</sup>P HOUSING CAPITAL FUND UPDATE

SSHA<sup>3</sup>P EXECUTIVE BOARD SPECIAL MEETING

JANUARY 10, 2025



JASON GAUTHIER, SSHA<sup>3</sup>P MANAGER

# Fund Background

- The creation of an affordable housing fund was envisioned and authorized in the SSHA<sup>3</sup>P intergovernmental agreement (the IGA).
- The Fund and it's Rules & Procedures were established via Executive Board Resolution No. 2023-08
- The Rules & Procedures established a process for parties to the IGA to contribute moneys to the Fund and created a Fund Committee
- The Fund's purpose is to pool funds from multiple jurisdictions to maximize impact while minimizing administrative burden, and to facilitate affordable housing development and preservation across all of Pierce County.



# **RULES AND PROCEDURES**

# Fund Committee

Creates priorities for expenditures of moneys from the Fund

Provides funding recommendations

Members must be designated representatives of governments who are SSHA<sup>3</sup>P members and Fund contributors

## **Contributions**

Member governments shall commit moneys to the Fund through their budget process

Members who commit Funds must inform SSHA<sup>3</sup>P of the amount and source of funds on an annual or biennial basis by December 31<sup>st</sup> of each year

# **Funding Priorities**

The Committee may develop funding priorities on an annual basis.



# 2024

# **Funding**

Amount: \$586,000

Source: Affordable and Supportive Housing Sales and Use Tax (e.g., 1406 funds)

Funders: cities of Auburn, Fife, Sumner, and Pierce County

# Notice of Funding Availability

Fund Committee developed funding priorities for the 2024 NOFA during Q1

SSHA<sup>3</sup>P released a NOFA in April 2024

Response were due 60 days after NOFA release

3 applications were received

Fund Committee scored applications and made funding recommendation

# **Recommendation**

The Committee recommended that no funding awards be made due to insufficient scores



# 2025 Funding

# SSHA<sup>3</sup>P Capital Fund Account Funding Assumptions

	City of Auburn	City of Fife	City of Sumner	Pierce County	Total
2024	\$ 15,000.00	\$ 153,000.00	\$ 125,000.00	\$ 293,000.00	\$ 586,000.00
2025	\$ 15,000.00	\$ 110,000.00	\$ 65,000.00	\$ 190,000.00	\$ 380,000.00
2024 + 2025	\$ 30,000.00	\$ 263,000.00	\$ 190,000.00	\$ 483,000.00	\$ 966,000.00



# FUND COMMITTEE WORK

- The Committee has met regularly since September to:
  - Refine funding priorities;
  - Develop a usage policy proposal to guide future Fund usage;
  - Discuss opportunities for targeted award investment (example: Sound Transit and ARCH); and
  - Review the choice of releasing a general NOFA vs a targeted RFP



# NEXT STEPS

- Fund Usage Policy Recommendation
- Decision on 2025 Funding via NOFA or RFP
  - NOFA Committee will provide a funding recommendation before Q4
  - RFP Committee will make that a recommendation and staff will provide detailed briefing





# SSHA<sup>3</sup>P HOUSING CAPITAL FUND UPDATE

SSHA<sup>3</sup>P EXECUTIVE BOARD SPECIAL MEETING

JANUARY 10, 2025



JASON GAUTHIER, SSHA<sup>3</sup>P MANAGER

## SSHA<sup>3</sup>P Executive Board

## **AGENDA BILL**

January 10, 2025

AGENDA CATEGORY:	External Presentation
SUBJECT:	Family Promise of Pierce County
PRESENTED BY:	Steve Decker, CEO, Family Promise of Pierce County

### SUMMARY/BACKGROUND:

Family Promise of Pierce County serves as a bridge to stability for families experiencing homelessness by providing shelter, education, and resource navigation through community collaborations. In this presentation, Steve Decker will describe the organization's model and impact, barriers clients experience to attaining housing stability, and ways that local governments can support Family Promise and the families they work with.

#### ATTACHMENTS:

• Family Promise of Pierce County Presentation

#### STAFF RECOMMENDATION:

N/A

#### ALTERNATIVES:

N/A

#### **RECOMMENDED MOTION:**

N/A

**A Community-Based Response to the Crisis of Family Homelessness** Families to 12-30-24: 1443 Active Family count: 192 Active Children count: 1012 **ONLY 1** 119 families housed!\_ **HUD voucher!** FamilyPromise of Pierce County

# Families with children comprise 35% of the homeless population nationwide.

# 2.5 million children are homeless each year in America.

# Family Homelessness: The answer is not just a shelter.

Financial Literacy Health & Wellness



Transitional Housing Family Mentoring

Childcare Services

Rental Assistance Homelessness Prevention Case Management

Maple Valley

Pierce County has a rough count of 6500 individuals experiencing either homelessness or housing insecurity.

Tenino

d Bucoda -

Mount Rainier National Park

# The Model:

Olympia

umwater

Rain

enino

nd Bucoda

Family Shelter per school district to allow children to stay with peers

> Reduce Childhood Trauma

Day Center per school district provides intensive case management and placement

Leveraging Technology to provide real-time resources and prompts for success

> Aount Rainier National Park

"You treated us like actual people. We made more progress in a week here than we have in 3 months at (another shelter)." Family Promise of Pierce County Graduate



# OUR IMPACT

# 125,000

served last year

# 200,000

volunteers across the country

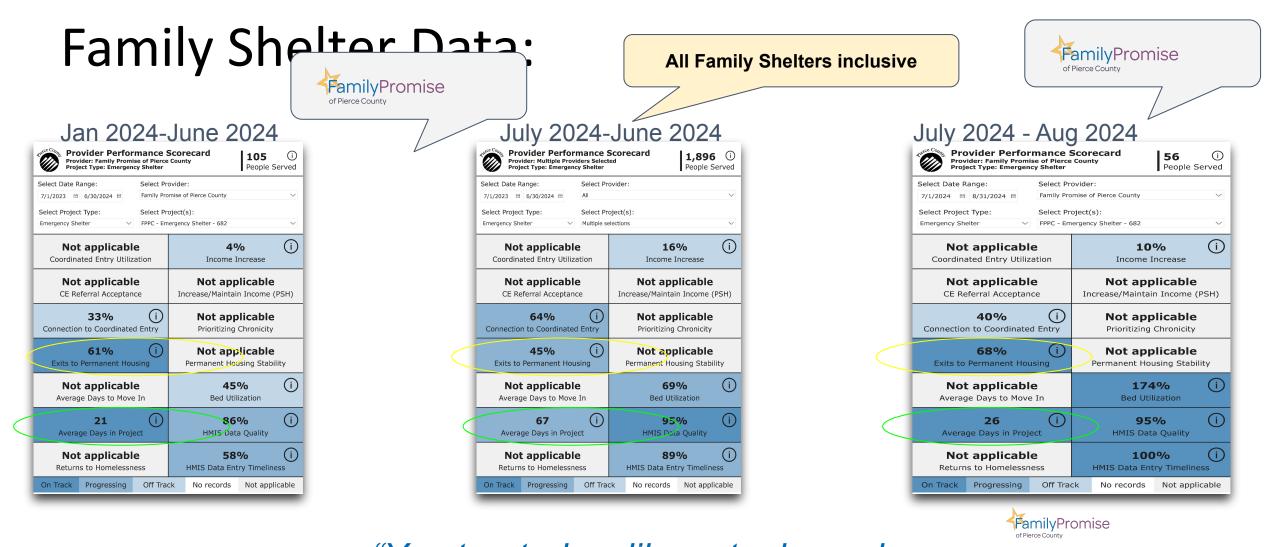
# 950,000

served since founding

**200+** Affiliates 88%

served find housing

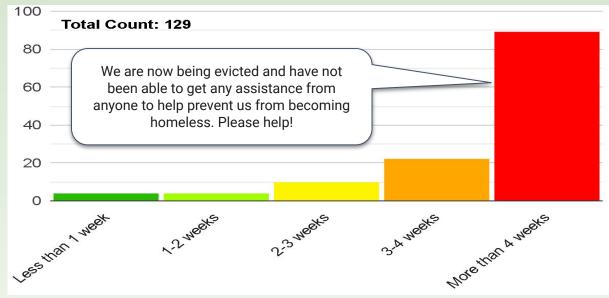
**1,700** Targeted initiatives at the local level



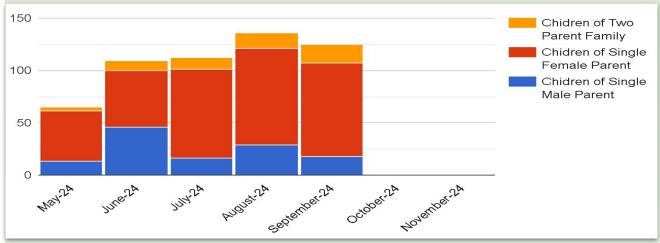
"You treated us like actual people. We made more progress in a week here than we have in 3 months at (another location)." Family Promise of Pierce County Graduate

# https://getbed.org/data

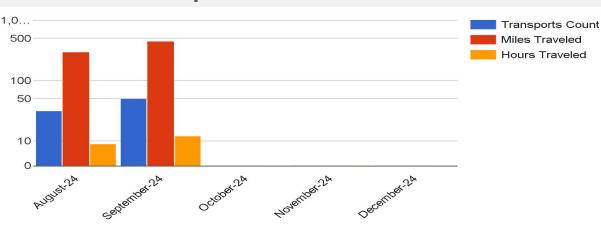
## **Children under 18 on the Waitlist**



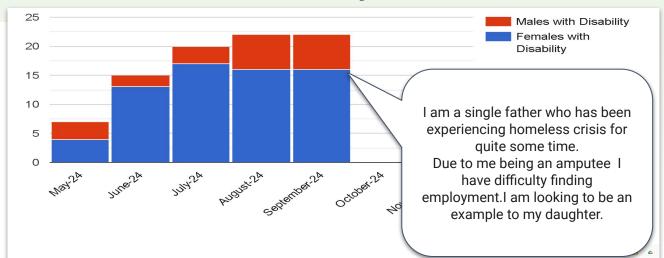
547 Children 7/1/24 to 9/30/24



139 transports of client/families

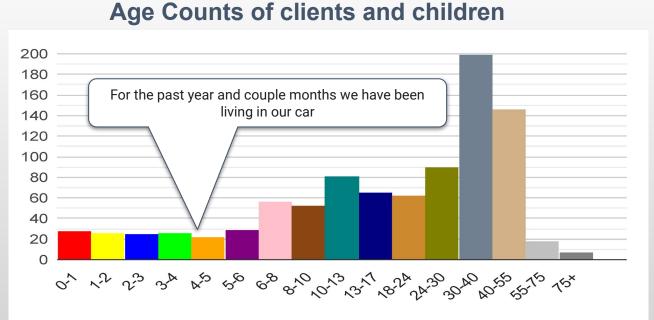


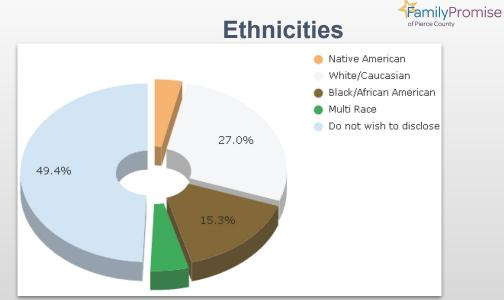
86 Parents w/ Disability 7/1/24 to 9/30/24



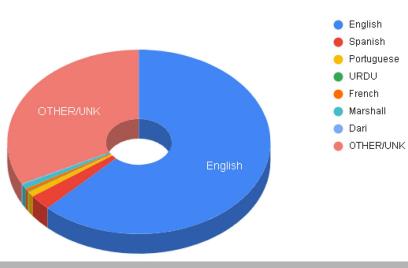


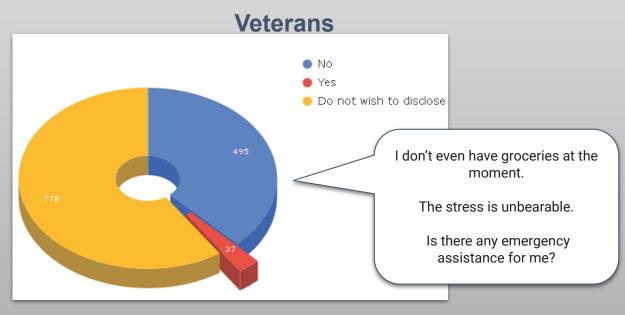
# https://getbed.org/data DEMOGRAPHICS





Languages

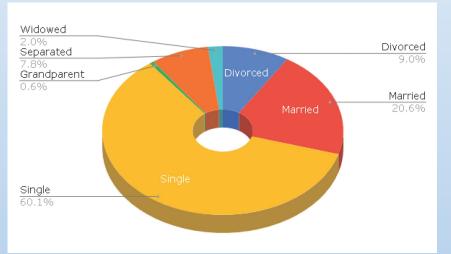


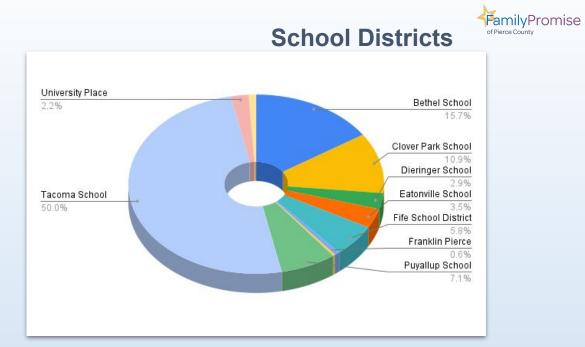


# https://getbed.org/data DEMOGRAPHICS

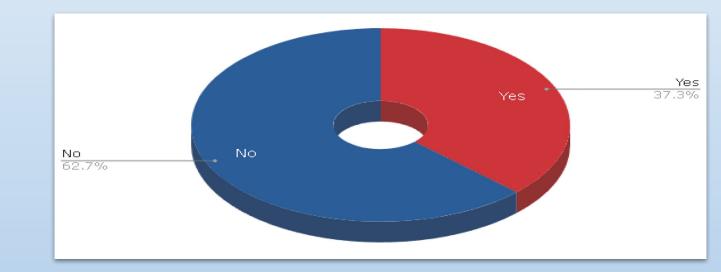


Family Type





**Domestic Violence Victims** 

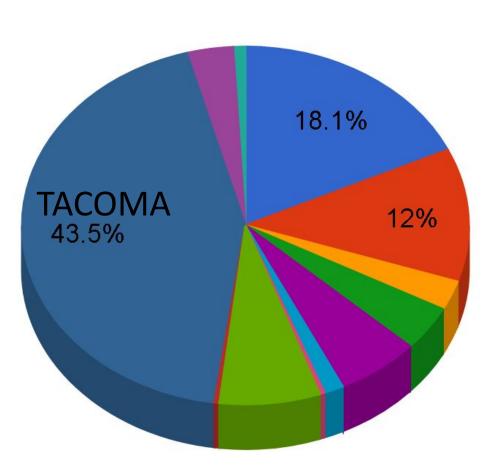


# **By School Districts**

- Bethel School District
   Clover Park School...
- Dieringer School Di…
- Eatonville School D...
- Fife School District
- Franklin Pierce Sc...
- Peninsula School...

1/2

Puyallup School Di...





We empower families. We create solutions.

# We build communities.

We keep parents together with their children.

We offer shelter. We offer hope.

We offer home.

















Thank you!









FamilyPromise of Pierce County







TO: SSHA<sup>3</sup>P Executive Board FROM: Jason Gauthier, SSHA<sup>3</sup>P Manager SUBJECT: January 2025 Manager Report DATE: January 8, 2025

#### Focus Area 1: Affordable Housing Development and Preservation

Coordinate public resources and private resources to create and/or preserve affordable housing in the SSHA<sup>3</sup>P service area.

#### SSHA<sup>3</sup>P Housing Capital Fund

The Executive Board will receive a Fund update briefing at its special meeting of January 10, 2025. The Fund Committee has been meeting regularly since September 2024 to discuss funding priorities for 2025, review elements of the scoring 2025 scoring guide, discuss a fund usage policy recommendation for Executive Board consideration in 2025, and review opportunities for targeted Fund investment.

The Committee is exploring the choice between issuing a general Notice of Funding Availability and or including the funding as part of a Request-for-Proposal to for publicly owned land development for affordable housing. We expect a decision on this topic in Q1 2025.

#### **Philanthropy Roundtable**

Staff have a meeting scheduled with the Greater Tacoma Community Foundation to begin planning 2025 Philanthropy Roundtable event(s).

#### **Affordable Housing Preservation Report**

Staff will be meeting with staff from the Pierce County Community Development Corporation to discuss collaboration on this report.



#### Focus Area 2: Program, Policy and Grant Support

Support member governments in their development of locally appropriate policies and programs to meet their housing goals.

#### Coordinating Low-Income Housing Planning (CLIHP) Grant

SSHA<sup>3</sup>P, in partnership with nine member jurisdictions, was awarded the Washington State Department of Commerce's <u>Low-Income Housing Planning (CLIHP) Grant</u> to support implementation of <u>HB 1998</u> (2024) regarding co-living housing. Makers Architecture and Urban Design is coordinating with SSHA<sup>3</sup>P staff and staff workgroup members to complete a model ordinance for participating jurisdictions, due February 28, 2025.

#### Pathways to Removing to Obstacles (PRO Housing) Grant

SSHA<sup>3</sup>P, as a co-applicant, and Pierce County submitted a PRO Housing grant application to the U.S. Department of Housing and Urban Development on October 15, 2024. On November 26<sup>th</sup> the Pierce County Congressional delegation issued a joint letter of support for this application, and grant award notifications are expected in February 2025.

#### Affordable Housing Monitoring Program

Staff from SSHA<sup>3</sup>P and the South King County Housing and Homelessness Partners (SKHHP) are meeting with staff from A Regional Coalition for Housing (ARCH) in January to begin to review how a regional agency can best perform monitoring, compliance, and audit work for affordable housing programs. Staff expect to have a preliminary proposal developed by May for Executive Board review and direction.

#### Focus Area 3: Information & Engagement

Provide information and engagement to support the development of housing and access to housing support programs.

#### **Property Tax Exemption Seminars**

SSHA<sup>3</sup>P staff met with Assessor-Treasurer Campbell to discuss continuation of the property tax exemption seminar series in 2025. SSHA<sup>3</sup>P staff are working to schedule two events that have been requested by member jurisdictions. If your jurisdiction is interested in hosting an event, please contact Mary Connolly at <u>mary.connolly@piercecountywa.gov</u>.

#### Joint Planners & Developers Meeting on Universal Design

SSHA<sup>3</sup>P is collaborating with SKHHP to host a Joint Planners & Developers Meeting on February 26 that will explore the application and challenges of developing affordable housing that incorporates Universal Design principles.



#### Focus Area 4: Advocacy

Utilize a variety of communications at the state and federal level in support of affordable housing development in SSHA<sup>3</sup>P communities.

#### 2025 Legislative Session

SSHA<sup>3</sup>P staff have been engaging members of the Legislature, Governor's office, caucus and agency staff to advance our 2025 priorities. On the capital budget we have been focused on advancing efforts to support infrastructure funding for manufactured home communities. Staff have been heavily engaged on this topic with the Association of Washington Cites, ROC Northwest, the Department of Commerce, and the Washington State Housing Finance Commission and we are encouraged by our early conversations with members of the capital budget committees. Additionally on the capital budget side we have been working with a number of organizations in Pierce County who are requesting capital budget appropriations to strengthen their requests in our efforts to ensure equitable affordable housing funding for Pierce County projects.

On the veteran property tax exemption priority, we are working with the Washington Veteran Legislative Committee to support and advance proposals seeking to expand eligibility for this program. Staff recently met with Representative Barnard to discuss possible amendments for her proposal, HB 1106, to reduce the disability rating threshold necessary to receive the exemption. Staff will meet in January with Representative Shavers to discuss possible amendments to his proposal, HB 1165, to increase the income thresholds for the exemption program.

Finally, at the request of Representative Leavitt, we have convened a series of stakeholder meetings to develop a proposal to reduce costs in the devleopment of affordable housing and support future affordable housing development. Through this series of meetings and work with the Department of Revenue, we have worked to develop the proposal in Exhibit 2. This proposal would create a sale and use tax remittance that would remit a portion of funds expended on qualifying activities to the housing developer and the local jurisdiction. We expect this legislation to be introduce the week of January 13<sup>th</sup>.



#### Focus Area 5: Administration

Ensure operational commitments are met and the interlocal collaboration is well governed and administered.

#### SSHA<sup>3</sup>P Advisory Board

#### Accessible Housing Survey

Staff conducted a survey on accessible housing to inform the Advisory Board's work on incentivizing construction of housing with universal design principles. 166 responses were received! SSHA<sup>3</sup>P staff also conducted interviews and focus groups to gather additional information on the need for accessible housing in Pierce County. Information gathered through surveys and discussions will be summarized in an outreach report.

#### Meetings

At the Advisory Board meeting on December 17:

- Corey Orvold, Moussa Samb, and Evelin Martinez provided an educational presentation on the Black Home Initiative (BHI).
- Jason Gauthier, SSHA<sup>3</sup>P manager, provided a preview of the 2025 state legislative season.

At the Advisory Board meeting on January 21:

- The Board will elect a chair and vice chair(s) to serve in 2025.
- SSHA<sup>3</sup>P staff will present preliminary results from outreach conducted on the need for accessible housing in Pierce County. SSHA<sup>3</sup>P will use feedback from the Board to produce a report summarizing outreach.

#### Internship

Staff submitted a request to the Pierce County Human Resources Department for a 3-month internship (June – August 2025) to support SSHA<sup>3</sup>P work plan items.



SSHA <sup>3</sup> P Executive Board Member Introductory One Pager	<u>LINK</u>
Executive Board Rules and Procedures	<u>LINK</u>
SSHA <sup>3</sup> P Intergovernmental Agreement	<u>LINK</u>
2025 Work Plan	<u>LINK</u>
2025 Budget	<u>LINK</u>
2025 State Legislative Agenda	<u>LINK</u>
Executive Board 2025 Meeting Calendar	<u>LINK</u>

#### **EXECUTIVE BOARD**

#### Introduction

#### About the Executive Board

The South Sound Housing Affordability Partners (SSHA<sup>3</sup>P) Executive Board was created through an intergovernmental agreement between the Cities and Towns of Auburn, DuPont, Edgewood, Fife, Fircrest, Gig Harbor, Lakewood, Milton, Puyallup, Steilacoom, Sumner, Tacoma, and University Place, Pierce County, and the Puyallup Tribe of Indians.

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

#### Powers

It is intended that the Executive Board will serve as a decision-making body for SSHA<sup>3</sup>P. The Executive Board will have the power to:

- Develop and recommend an annual budget and annual work plan for SSHA<sup>3</sup>P and oversee the management of the SSHA<sup>3</sup>P Housing Capital Fund established by Executive Board Resolution No. 2023-08
- Adopt procedures for the administration of SSHA<sup>3</sup>P and for the conduct of meetings;
- Make recommendations to the Parties concerning planning, policy, programs and the funding of projects to enhance access to affordable/attainable housing;
- Establish the responsibilities for the SSHA<sup>3</sup>P Manager, conduct the hiring process and performance review for that position and direct and oversee the activities of the SSHA<sup>3</sup>P Manager; and
- Appoint members of the Advisory Board.

#### Membership

SSHA<sup>3</sup>P 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 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.

Each Party will have one vote on the Executive Board. Members serve a 1-year term, without and may continue to serve if reappointed or designated (no term limit).

The Executive Board selects its chair and vice-chair through an internal, annual election process at its first meeting of the calendar year. The Chair will serve a one-year term but may be reelected by the Executive Board for one additional term.

#### **EXECUTIVE BOARD**

#### Introduction

#### Meetings

The Executive Board meets on the first Friday of each month, at 8:30 a.m. in a hybrid format, virtually on Zoom and at the Pierce County Human Services Building, 3602 Pacific Ave., Suite 200, Tacoma, WA 98418. All meetings are open to the public and meeting materials are available on the SSHA<sup>3</sup>P website at southsoundaffordablehousing.org

#### Staff Support

Executive Board staff support is provided by SSHA<sup>3</sup>P staff. For more information, please contact Jason Gauthier, SSHA<sup>3</sup>P Manager, at Jason.Gauthier@piercecountywa.gov or (253) 281-9491.

#### SOUTH SOUND HOUSING AFFORDABILITY PARTNERS

#### RULES AND PROCEDURES

ADOPTED February 4, 2022 AMENDED September 8, 2023



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#### I. AUTHORITY:

The authority to adopt and amend Rules and Procedures for the operations of the South Sound Housing Affordability Partners ("SSHA<sup>3</sup>P") is derived from the Intergovernmental Agreement ("IGA") providing for the formation of SSHA<sup>3</sup>P executed by the Parties.

Unless otherwise specifically provided for in these Rules, these Rules apply to the Executive Board provided for in the IGA.

In the event of conflict between these Rules and Procedures and the guidance provided in the IGA, the IGA will take precedence.

#### II. MEETINGS:

- Regular meetings shall be held at the time(s) and place(s) established by the Executive Board. The time and location of a meeting may be changed with at least 24 hours' notice.
- 2. If the scheduled meeting date is a legal holiday, the regular meeting shall be held on the next business day.
- 3. Special meetings of the Board may be called by the Chair. Special meetings of the Board may also be called by a majority of the Board. A minimum notice of 72 hours shall be provided for special meetings in accordance with State law.
- 4. If no matters over which the Boad has jurisdiction are pending upon its calendar, a meeting may be canceled at the notice of the SSHA<sup>3</sup>P Chair or Manager provided at least 24 hours in advance.
- 5. Per the terms of the IGA, meetings of the Board shall be conducted in conformity with the requirements of the Washington State Open Public Meetings Act, Chapter 42.30 of the Revised Code of Washington (RCW). Executive sessions can only be held in accordance with the provisions of Section 42.30.110 RCW.
- 6. The Board may conduct business in closed session as allowed in conformity with Section 42.30.140 RCW.
- 7. An agenda shall be prepared in advance of every regular and special meeting of the Board. Meeting agendas and materials regarding items on an agenda for a regular meeting shall be provided to members of the Board not less than five working (5) days in advance of the regular meeting. Meeting agendas and materials regarding items on an agenda for a special meeting shall be provided to members of the Board as promptly in advance of the meeting as can reasonably be accomplished.

8. For purposes of providing adequate and broad public notification of meeting details, discussion topics, and decisions of the Board, the Administering Agency will include representatives of each member of the SSHA<sup>3</sup>P partnership in its public notice distribution list.

#### III. ELECTION OF OFFICERS:

- 1. Per the terms of the IGA, the officers of the Board shall consist of a Chair and Vice Chair elected from the appointed members of the Board and such other officers as the Board may, by the majority vote, approve and appoint.
- 2. The election of officers shall take place once each year at the Board's final regular meeting of each calendar year. The term of office of each officer shall run until the subsequent election. Officers may serve no more than two years in each position.
- 3. If the Chair or Vice Chair vacates their position mid-term, the Board will re-elect officers at their next scheduled meeting and as their first order of business. If it is the Chair position that has been vacated, the Vice Chair will administer the election proceedings.

#### IV. CHAIR:

- 1. The Chair shall preside over the meetings of the Board and may exercise all the powers usually incident of the office. The Chair is a member of the Board and has the full right to have their own vote recorded in all deliberations of the Board.
- 2. The Chair shall have power to create ad hoc committees of one or more members. Standing committees of the Board shall be created at the direction of the Board and appointed by the Chair. Standing or ad hoc committees may be charged with such duties, examinations, investigations and inquiries relative to one or more subjects of interest to the Board. No standing or ad hoc committee shall have the power to commit the Board to the endorsement of any plan or program without the approval at the regular or special meeting of the Board.
- 3. The Vice Chair shall, in the absence of the Chair, perform all the duties incumbent upon the Chair.
- 4. In the event of the absence of the Chair and Vice Chair, the Chair shall delegate the responsibility to another member.

#### V. QUORUM:

Per the terms of the IGA, a simple majority of the appointed members or alternates shall constitute a quorum for the transaction of business. If at any time during the meeting, a quorum is no longer present, the meeting may only continue for the time and duration necessary to fix a time for adjournment, adjourn, recess or take measures to obtain a quorum. Members may participate by phone or video conferencing for all purposes, including voting and establishing a quorum.

#### VI. VOTING:

- 1. Per the terms of the IGA, a simple majority of the Board members present at a meeting where a quorum exists is required to approve any action, except that a 2/3rds majority of all board members is required to appoint the Administrative Agency, or to modify the contribution methodology for dues and assessments.
- 2. The Chair, or on request from a Board member, may take a roll call vote.
- 3. It is the responsibility of each member of the Board to vote when requested on a matter before the full Board. However, a member may abstain from discussion and voting on a motion because of a stated conflict of interest. Any member, including the Chair, not voting or not voting in an audible voice shall be recorded as abstaining on the motion.
- 4. If any member of the Board wishes to abstain, or has disclosed a conflict of interest and must abstain from a vote on the motion, that member shall so advise the Chair and, if there is no objection to the abstention, shall not participate in any deliberations, and considerations of the motion, and shall have no further participation in the matter.
- 5. If the intended abstention can be anticipated in advance, the member should notify the Board Chair as soon as practicable.
- 6. If a tie vote exists, after recording the Chair's vote, the motion fails. However, a motion for denial that fails on a tie vote shall not be considered an approval.
- 7. The IGA offers flexibility in the method used by the Executive Board to take action. At a minimum, in order to ensure an efficient, clear and organized record of Executive Board decision making, the following types of actions shall be taken under Resolution:
  - a. Annual budget
  - b. Annual work plan
  - c. Adoption and amendments to Rules and Procedures

- d. Establishment of the frequency, day and time of the Executive Board's meeting schedule in order to ensure meetings are categorized as a general meeting
- e. Amendments to the Intergovernmental Agreement
- f. Determination of Administering Agency
- g. Adding new member jurisdictions

#### VII. RULES OF ORDER:

Except as modified by these Rules and Procedures, all meetings of the Executive Board shall be conducted in accordance with the latest edition or revision of Robert's Rules of Order.

#### VIII. AMENDMENT:

The Rules and Procedures may be amended at any regular meeting of the Board by a majority vote of a quorum. The proposed amendment shall be presented in writing at a preceding regular meeting.

#### Intergovernmental Agreement for SSHA<sup>3</sup>P 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, and University Place, Pierce County (each Sumner, Tacoma, municipal corporations and political subdivisions of the State of Washington), and the Puyallup Tribe of Indians, a federallyrecognized Indian tribe (the Tribe) Individually each member of SSHA<sup>3</sup>P 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 ("SSHA<sup>3</sup>P"). 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

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SSHAP Intergovernmental Agreement October 12, 2021

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.

SSHAP Intergovernmental Agreement October 12, 2021

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

1. <u>DEFINITIONS</u>. 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 SSHA<sup>3</sup>P. The role of the Administering Agency will be to serve as the fiscal agent for SSHA<sup>3</sup>P, in accordance with the requirements of chapter 39.34 RCW, and provide space and administrative support for the SSHA<sup>3</sup>P 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 SSHA<sup>3</sup>P is expected to conduct its work, and where future expansion of SSHA<sup>3</sup>P 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. SSHA<sup>3</sup>P 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 SSHA<sup>3</sup>P Executive Board". Within the SSHA<sup>3</sup>P Fund may be established various subfunds and/or subaccounts including but not limited to a "SSHA<sup>3</sup>P Operating Account" and a "Housing Capital Funds Account".

i. SSHA<sup>3</sup>P Operating Account - A subaccount or subfund created by the Administering Agency for the receipt of

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SSHAP Intergovernmental Agreement October 12, 2021

contributions from the Parties and other private or public entities, for the purpose of paying for the operations of and supporting the SSHA<sup>3</sup>P annual budget.

ii. Housing Capital Funds Account - A subaccount or subfund established by the Administering Agency within the SSHA<sup>3</sup>P 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 SSHA<sup>3</sup>P 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. *SSHA<sup>3</sup>P* Executive Manager - The managing lead staff for SSHA<sup>3</sup>Pwill be responsible for carrying out the SSHA<sup>3</sup>P 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. *SSHA<sup>3</sup>P Staff* - The full-time and part-time staff hired or assigned by the Administering Agency with the responsibility for carrying out the SSHA<sup>3</sup>P work plan, under the direction of the SSHA<sup>3</sup>P Executive Manager.

2. All Parties to this PURPOSE. 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 policies formulate housing 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 ("SSHA<sup>3</sup>P"). The Parties further intend that this Agreement serve as a framework for all participating municipalities within the broader SSHA<sup>3</sup>P Area

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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 SSHA<sup>3</sup>P Area of Activity to join the Parties in this endeavor.

3. <u>STRUCTURE; CREATION OF JOINT BOARD</u>. By executing this Agreement, the Parties hereto create a joint board pursuant to RCW 39.34.030(4) to govern SSHA<sup>3</sup>P. 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 SSHA<sup>3</sup>P in order to carry out the purposes of this Agreement. The Executive Board is not authorized to own assets or have employees.

4. <u>RESPONSIBILITIES AND AUTHORITY</u>. In order to carry out the purposes of SSHA<sup>3</sup>P 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 quide the work of SSHA<sup>3</sup>P 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 SSHA<sup>3</sup>P 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 SSHA<sup>3</sup>P 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

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14. At least annually, report to the Parties on the geographic distribution of all housing capital funds as recommended by the SSHA<sup>3</sup>P Executive Board.

d. Guide the SSHA $^{3}P$  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. SSHA<sup>3</sup>P 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.
- SSHA<sup>3</sup>P Staff may provide technical assistance as ii. requested to any Party considering adoption of land use incentives or requirements, or programs to enhance access to affordable/ attainable housing. SSHA<sup>3</sup>P Staff may research model programs, develop draft legislation, prepare briefing materials and make presentations to planning commissions and councils on request by a Party. SSHA<sup>3</sup>P 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. SSHA<sup>3</sup>P Staff may communicate directly with private developers, financial institutions, non-profit corporations and other public entities to assist in implementation of affordable/attainable the housing projects. SSHA<sup>3</sup>P 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. SSHA<sup>3</sup>P 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. <u>Membership</u>. SSHA<sup>3</sup>P 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. <u>Officers</u>. 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. <u>Alternate Member</u>. 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. <u>Powers</u>. It is intended that the Executive Board will serve as a decision-making body for SSHA<sup>3</sup>P. The Executive Board will have the power to:

- i. develop and recommend an annual budget and annual work plan for SSHA<sup>3</sup>P and oversee the management of the SSHA<sup>3</sup>P Fund;
- ii. adopt procedures for the administration of SSHA<sup>3</sup>P
   (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 SSHA<sup>3</sup>P 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 SSHA<sup>3</sup>P Executive Board" ("SSHA<sup>3</sup>P Fund") within which Fund may be established various accounts and subaccounts including but not limited to a "SSHA<sup>3</sup>P Operating Account" (into which will be deposited funding for the SSHA<sup>3</sup>P 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 SSHA<sup>3</sup>P,

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 SSHA<sup>3</sup>P to carry out its purposes;

- ix. work with the Administering Agency to: establish the responsibilities for the SSHA<sup>3</sup>P Executive Manager, conduct the hiring process and performance review for that position and direct and oversee the activities of the SSHA<sup>3</sup>P Executive Manager;
- x. create a recruitment process and appoint members of the Advisory Board;
- xi. assist with incorporating and/or work with a nonprofit corporation to accept grants, donations and other funds on behalf of SSHA<sup>3</sup>P 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. <u>ADMINISTRATION AND OVERSIGHT</u>. The Executive Board will have final decision-making authority on behalf of SSHA<sup>3</sup>P 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 SSHA<sup>3</sup>P to an Executive Manager. The SSHA<sup>3</sup>P 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 SSHA<sup>3</sup>P. 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 SSHA<sup>3</sup>P to carry out its purposes. SSHA<sup>3</sup>P will be staffed with personnel funded by the Parties and/or independent contractors contracting with the Administering Agency on behalf of SSHA<sup>3</sup>P. Any Party providing personnel to SSHA<sup>3</sup>P 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 SSHA<sup>3</sup>P to provide the services authorized in this Agreement.

#### 7. MEETINGS OF EXECUTIVE BOARD.

a. <u>Frequency</u>. 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. <u>Quorum</u>. 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.

Action. No action may be taken except at a meeting с. 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. <u>Purpose and Role</u>. The Executive Board will create an Advisory Board to provide advice and recommendations on the work of SSHA<sup>3</sup>P. 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 SSHA<sup>3</sup>P 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 SSHA<sup>3</sup>P operations (with the start of the year defined as the hiring of the SSHA<sup>3</sup>P 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. <u>Terms</u>. 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. <u>Recruitment and Termination</u>. 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. <u>Officers</u>. 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 SSHA<sup>3</sup>P Executive Manager to set agendas and facilitate meetings.

f. <u>Conflict of Interest</u>. 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. <u>Frequency</u>. The Advisory Board will meet as often as it deems necessary, but not less often than quarterly.

b. <u>Quorum</u>. 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. <u>Action</u>. 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. <u>AGREEMENT DURATION</u>. 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. <u>TERMINATION OF AGREEMENT</u>. 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 SSHA<sup>3</sup>P 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 SSHA<sup>3</sup>P 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. <u>WITHDRAWAL</u>. 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 SSHA<sup>3</sup>P 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 31<sup>st</sup> 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 SSHA<sup>3</sup>P. 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.

BUDGET. The fiscal year for SSHA<sup>3</sup>P will be January 1 to 13. December 31 of any year. The first year budget and anticipated second year budget for SSHA<sup>3</sup>P 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 SSHA<sup>3</sup>P 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 SSHA<sup>3</sup>P 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 SSHA<sup>3</sup>P annual budget may also come from other public or private entities. The Executive Board will approve acceptance of those contributions.

No recommended budget will become effective until a. approved by the legislative body of each Party and adopted by the Executive Board, except for SSHA<sup>3</sup>P's first full term (2021, 2022) and 2023). Once the legislative body of each Party has approved its contribution to SSHA<sup>3</sup>P, either separately or through its budget process, and the SSHA<sup>3</sup>P budget has been adopted by the Executive each Party will be obligated to make Board, 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 SSHA<sup>3</sup>P 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 SSHA<sup>3</sup>P Operating Account, as well as the amount, *if any*, to be deposited into the Party's Individual Account within the SSHA<sup>3</sup>P 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 SSHA<sup>3</sup>P 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.

HOUSING CAPITAL FUNDS ACCOUNT ESTABLISHED; PROCEDURES 14. 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 SSHA<sup>3</sup>P Fund for the purpose of administering the contributions or other public or private entities, of Parties, to affordable/attainable housing projects and programs, to be known as the SSHA<sup>3</sup>P 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 subaccount 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 SSHA<sup>3</sup>P Executive Manager to the extent consistent with applicable law and as the Administering Agency and Executive Board may agree.

d. Funds transmitted to SSHA<sup>3</sup>P for deposit in the Housing Capital Funds Account will be held by the Administering Agency on behalf of SSHA<sup>3</sup>P 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 SSHA<sup>3</sup>P in accordance with the terms of Section 12, or on the dissolution of SSHA<sup>3</sup>P per Section 11.

e. Funds held by the Administering Agency on behalf of SSHA<sup>3</sup>P 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 SSHA<sup>3</sup>P Executive Board will authorize the application of specified amounts of Individual Account monies to projects or programs consistent with the purpose of the SSHA<sup>3</sup>P Capital Fund, and will authorize and recommend the SSHA<sup>3</sup>P 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;

  - 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.
  - Unless the Parties funding a project or program iv. 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 SSHA<sup>3</sup>P 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 SSHA<sup>3</sup>P Operating fund will be based on groupings of likesized cities (based on population), or whatever contribution methodology is approved by a two-thirds majority of the Executive Board. Funding for the activities of SSHA<sup>3</sup>P 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 An approved budget (the overall revenues and assessments. 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. <u>PUBLIC RECORDS REQUESTS</u>. 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 (SSHA<sup>3</sup>P Records). SSHA<sup>3</sup>P 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 SSHA<sup>3</sup>P Executive Manager shall serve as the Public Records Officer with respect to requests for SSHA<sup>3</sup>P 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 SSHA<sup>3</sup>P records, the SSHA<sup>3</sup>P Executive Manager, serving as the SSHA<sup>3</sup>P Public Records Officer, shall timely share the request with the Parties. In the event that the SSHA<sup>3</sup>P Executive Manager shares a request for SSHA<sup>3</sup>P records with the Parties, each party notified by the SSHA<sup>3</sup>P Executive Manager shall cooperate with the SSHA<sup>3</sup>P Executive Manager as requested to fulfill the request. Parties who receive requests for SSHA<sup>3</sup>P records or records related to SSHA<sup>3</sup>P are also encouraged, but not required, to share those with the SSHA<sup>3</sup>P 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, SSHA<sup>3</sup>P'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.

If a court of competent jurisdiction determine that b. 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, SSHA<sup>3</sup>P'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, SSHA<sup>3</sup>P's Administering Agency) will give the other Parties proper notice of any claim or suit coming within the purview of these indemnities.

18. <u>INSURANCE</u>. The Executive Board, SSHA<sup>3</sup>P 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 SSHA<sup>3</sup>P 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. <u>AMENDMENTS.</u> 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 SSHA<sup>3</sup>P are being achieved and if any amendments or modifications to the Agreement are needed.

20. <u>ADDITIONAL PARTIES</u>. Municipalities, local governments, tribes, and public agencies within the SSHA<sup>3</sup>P 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. <u>SEVERABILITY</u>. 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 The meeting will include the Chair of the Executive feasible. Board, the SSHA<sup>3</sup>P 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. <u>SURVIVABILITY</u>. 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. <u>WAIVER</u>. 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. <u>SUBSEQUENT BREACH</u>. 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. <u>NOTICE</u>. Any notice to the Executive Board will be in writing and will be addressed to the Chair of the Executive Board and to the SSHA<sup>3</sup>P Executive Manager. In the absence of a SSHA<sup>3</sup>P 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. <u>ASSIGNMENT</u>. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without Executive Board approval.

28. <u>APPLICABLE LAW AND VENUE</u>. 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. <u>RETAINED RESPONSIBILITY AND AUTHORITY</u>. Parties retain the responsibility and authority for managing and maintaining their own internal systems and programs related to affordable/attainable housing activities.

30. <u>INDEPENDENT CONTRACTORS</u>. 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

SSHAP Intergovernmental Agreement October 12, 2021

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. <u>NO THIRD PARTY BENEFICIERIES</u>. This Agreement is for the benefit of the Parties only, and no third party will have any rights under this agreement.

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

33. <u>COUNTERPARTS</u>. 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 SSHA<sup>3</sup>P 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	<u>21st</u>	day	of
December		,2021.				

#### Name of Party: Pierce County

	DocuSigned by:
By:	Brue Dammeier 18D2210628D6495
Its:	Pierce County Executive
Date:	12/21/2021

#### City of Auburn

By:	DocuSigned by: Narcy Backus AECEBB9337334C0
Its:	Mayor
Date:	12/21/2021

### City of Edgewood

By:	Dary Edinger 2159408C36B14D3
Its:	MAYOR
Date:	12/2/2021

#### City of Fife

By:	DocuSigned by: Desacacobserved
Its:	Interim City Manager
Date:	12/1/2021

### City of Fircrest

By:	Scott Pingel
Its:	City Manager
Date:	11/29/2021

#### City of Gig Harbor

	DocuSigned by:
By:	tz.tzulun BDA708DDC0CF496
Its:	Mayor
Date:	11/28/2021

#### City of Lakewood

By:	John Caulfuld 27825F41133E4CA
Its:	City Manager
Date:	11/24/2021

### City of Milton

By:	Sharna Styron Sherrell
Its:	Mayor
Date:	12/1/2021

### City of Puyallup

By:	Stew Einkelie 3228419FE1D84A5
Its:	City Manager
Date:	11/24/2021

#### City of Sumner

By:	DocuSigned by: Dill fugle CED2325EBBD24F8
Its:	Mayor
Date:	11/24/2021

### City of Tacoma

By:	Elizabeth Pauli SEF9F48393D34A8
Its:	City Manager
Date:	12/1/2021

### City of University Place

By:	Stephen Sugg F4C68B188DF24F2
Its:	City Manager
Date:	12/1/2021

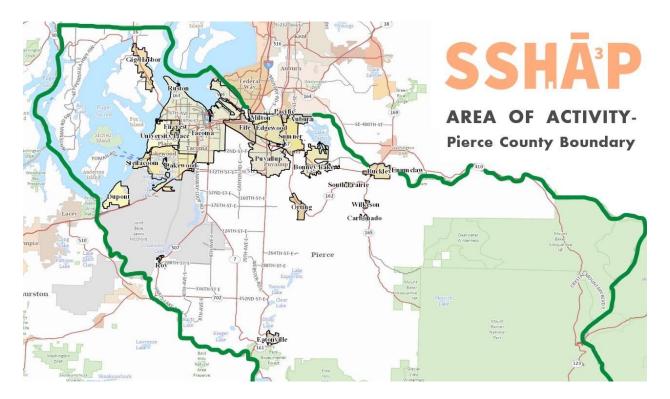
### Puyallup Tribe of Indians

By:	Bill Sterul
Its:	Bill Sterud Puyallup Tribe Chairman
Date:	12/21/2021

### Town of Steilacoom

By:	Docusigned by: Dick Muni
Its:	Mayor of Steilacoom
Date:	11/24/2021

### Exhibit A – SSHA<sup>3</sup>P Area of Activity (Map)



### **EXHIBIT B – SSHA<sup>3</sup>P 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		Grouped by
	(OFM 2021 est)	% of Population	<b>Population Size</b>
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	<u>\$</u>	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		Grouped by
	(OFM 2021 est)	% of Population	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		Grouped by
	(OFM 2021 est)	% of Population	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

# **SSHĀ**<sup>3</sup>**P**

Shaping the future of housing opportunities in our Pierce County

# 2025 WORK PLAN South Sound Housing Affordability Partners



### Shaping the future of housing opportunities in our Pierce County

# **SSHĀ**<sup>®</sup>P

ABOUT

The SSHA<sup>3</sup>P Work Plan is adopted on an annual basis by the Executive Board with input from the Advisory Board, member governments and community stakeholders, to inform a plan to serve our members and their affordable, attainable, and accessible housing goals.



### **MEMBERS**

City of Auburn City of DuPont City of Edgewood City of Fife City of Fircrest City of Gig Harbor City of Gig Harbor City of Lakewood City of Lakewood City of Milton Pierce County Puyallup Tribe of Indians City of Puyallup City of Puyallup City of Sumner Town of Steilacoom City of Tacoma City of University Place



### SouthSoundAffordableHousing.org

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## **2025 WORK PLAN** South sound housing affordability partners



### **5 AREAS OF FOCUS**

### AFFORDABLE HOUSING DEVELOPMENT AND PRESERVATION

Coordinate public resources and private resources to create and/or preserve affordable housing in the SSHA<sup>3</sup>P service area

### PROGRAM, POLICY, AND GRANT SUPPORT

Support member governments in their development of local appropriate policies and programs to meet their housing goals, including working with our state and federal legislative delegations to ensure appropriate funding is made available

### INFORMATION AND ENGAGEMENT

Provide information and engagement to support the development of housing and access to housing support programs

### ADVOCACY

Utilize a variety of communications to advocate at the state and federal level in support of affordable housing development in SSHA<sup>3</sup>P communities

### ADMINISTRATION

Ensure operational commitments are met and the interlocal collaboration is well governed and administered

### SouthSoundAffordableHousing.org

### AFFORDABLE HOUSING DEVELOPMENT AND PRESERVATION

WORK ITEMS

### DEVELOPMENT

SSHA<sup>3</sup>P Housing Capital Fund

- Total moneys pooled
- Total moneys awarded
- Number of affordable unites funded

Philanthropy Affordable Housing Roundtables • Number of philanthropy affordable housing roundtables hosted

### PRESERVATION

Affordable Housing Preservation

- Identification of housing developments with affordability periods expiring before December 1, 2035
- Review of status of affordable housing developments with original affordability periods that have expired since 2020
- Review of strategies to identify and preserve naturally occurring affordable housing (NOAH), including manufactured home communities
- Review of strategies and programs to support lowincome renters and homeowners in maintaining their current housing
- Affordable Housing Preservation report to Executive Board by December 5, 2025

### PROGRAM, POLICY, AND GRANT SUPPORT

WORK ITEMS



### **PROGRAM AND POLICY SUPPORT**

Member Government Assistance Activities Include:

- Researching or analyzing policy
- Drafting policy or ordinance
- Presenting to staff, Planning Commission, and/or Council
- Supporting public outreach efforts on topics related to housing affordability, attainability, and accessibility, including:
  - Comprehensive Plan implementation
  - Implementation of state housing laws
  - Planning and affordable housing policy

Accessory Dwelling Units (ADUs)

Coordinating Low-Income Housing Planning Grant (CLIHP) Collaboration with 9 member governments to create a model ordinance and guidance regarding co-living housing

- Number of requests for technical assistance fulfilled
- Number of member governments assisted

- Explore opportunity with the City of Tacoma and interested member governments on consideration of ADU pre-approved designs
- Develop public communication tools for member governments to use for public education on ADU development
- Completion of grant deliverables by June 15
- Assist with implementation of HB 1998 code requirements

### PROGRAM, POLICY, AND GRANT SUPPORT

**WORK ITEMS** 

**INDICATORS** 

### **PROGRAM AND POLICY SUPPORT (CONT.)**

### Housing Toolkit

- Number of policies and programs adopted for member government consideration
- Semi-annual tracking report of member government consideration of policy and program recommendations adopted by the Executive Board
- Facilitate the convening of land use planners to increase collaboration on housing policy and planning
- Affordable Housing Monitoring Program Service for member governments to monitor housing unit affordability requirements

- Number of Pierce County Planners Collaborative meetings
- Monitoring Program policies and programs developed
- Monitoring Program services offered to member governments

### **GRANT SUPPORT**

Grant Identification and Writing Support

• Number of grant applications submitted with SSHA<sup>3</sup>P staff assistance



### INFORMATION AND ENGAGEMENT



housing

Number of member
 governments assisted

fulfilled

### ADVOCACY



### STATE

State Legislative Agenda Activities Include:

- Providing weekly update hot sheets on legislative activity affecting land use and housing
- Responding to member requests for information and data in support of pertinent legislative priorities
- Attending committee hearings to provide oral and written testimony
- Providing briefings to member government Councils and staff on activity pertinent policy
- Amount of capital funding directly allocated by the State Legislature to support affordable housing development in SSHA<sup>3</sup>P communities.

**INDICATORS** 

- Number of SSHA<sup>3</sup>P 'priority support' bills that are signed into law
- Number of SSHA<sup>3</sup>P 'priority oppose' bills that are not signed into law

### FEDERAL

### Federal Priorities Agenda

 Amount of capital funding allocated via Congressionally Directed Spending to support affordable housing development in SSHA<sup>3</sup>P communities.



### ADMINISTRATION





### ADMINISTRATION

Facilitate recruitment and selection of new members and/or reappointment of members with expiring terms

Support the Advisory Board in completing tasks from their current Work Plan and in creating a 2026 Work Plan

Coordinate the development of the 2026 Work Plan and Budget

Provide quarterly Work Plan and Budget performance reporting

Seek operating funding for SSHA<sup>3</sup>P from philanthropic and aligned organizations

Ensure the continuation of informal presentations for the Executive Board on topics of interest

- Number of months during the year that Advisory Board membership meets SSHA<sup>3</sup>P's Interlocal Agreement requirements
- Executive Board adopts a 2026 Advisory Board Work Plan
- 2026 Work Plan and Budget approved on or before July 1, 2025
- Executive Board reported on the following timeline:
  - FY25, Q1 May 2025
  - FY25, Q2 August 2025
  - FY25, Q3 November 2025
  - FY25, Q4 February 2026
- Total amount of moneys contributed by philanthropic and aligned organizations
- Number of informational presentations at Executive Board meetings

# **SSHĀ**<sup>3</sup>**P**

Shaping the future of housing opportunities in our Pierce County

### WHO WE ARE

The South Sound Housing Affordability Partners is an intergovernmental collaboration of 15 Pierce County governments working to create and preserve affordable, attainable, and accessible housing throughout our community.

www.SouthSoundAffordableHousing.org

## SSHĀP

South Sound Housing Affordability Partners Fiscal Year 2025 Operating Budget		
	•	151 011 00
Estimated Operating Fund Balance - January 1, 2025	\$	154,014.00
Estimated Operating Fund Balance - December 31, 2025	\$	104,094.83
SSHA <sub>3</sub> P Fund	2025	BUDGET
OPERATING REVENUES		
City of Auburn	\$	5,601.94
City of DuPont	\$	5,601.94
City of Edgewood	\$	5,601.94
City of Fife	\$	5,601.94
City of Fircrest	\$	3,361.16
City of Gig Harbor	\$	5,601.94
City of Lakewood	\$	22,407.75
City of Milton	\$	3,361.16
Pierce County	\$	140,725.00
Puyallup Tribe of Indians	\$	3,361.16
City of Puyallup	\$	13,444.65
Town of Steilacoom	\$	3,361.16
City of Sumner	\$	5,601.94
City of Tacoma	\$	70,362.50
City of University Place	\$	13,444.65
SSHA3P Operating Fund Balance	\$	50,000.00
TOTAL Revenue	\$	357,440.83
EXPENDITURES		
Salaries and Benefits - Manager	\$	192,490.00
Salaries and Benefits - Program Specialist II	\$	122,170.00
Travel and Training	\$	3,000.00
Phone	\$	1,320.00
Communication (Printing, Translation, Advertising, etc.)	\$	1,000.00
Supplies and Miscellaneous	\$	500.00
Advisory Board Support	\$	4,950.00
Cost Pool Allocation/10% Admin Fee	\$	31,580.00
TOTAL Expenditures	\$	357,010.00

WA Dept of Commerce - CLIHP Grant	
GRANT REVENUE	
FY 2024 CLIHP Grant Revenue	\$ 25,000.00
FY 2025 CLIHP Grant Revenue	\$ 25,000.00
TOTAL Grant Revenue	\$ 50,000.00
Expenditures	
Contracted Services	\$ 50,000.00
TOTAL Grant Expenditures	\$ 50,000.00

# SSHĀ<sup>®</sup>P

Shaping the future of housing opportunities in our Pierce County.

SOUTH SOUND Housing Affordability Partners

### 2025 STATE LEGISLATIVE AGENDA PRIORITIES

### **ABOUT US**

Established in 2021, the South Sound Housing Affordability Partners (SSHA<sup>3</sup>P) is an intergovernmental collaboration among 15 members governments in Pierce County, working together to create and preserve affordable, attainable, and accessible housing throughout our communities.

### MEMBERS

City of Auburn City of DuPont City of Edgewood City of Fife City of Fircrest City of Gig Harbor City of Lakewood City of Milton Pierce County Puyallup Tribe of Indians City of Puyallup City of Sumner Town of Steilacoom City of Tacoma City of University Place



### AFFORDABLE HOUSING SUBSIDY

Fund Capital Budget Requests for Pierce County Affordable Housing Projects.

Fund the Acquisition of Residential Properties for Affordable Housing.

Expand Eligibility for the Connecting Housing to Infrastructure Program.



### FACILITATING HOUSING SUPPLY

Support Construction Trade industry Workforce Development Efforts.



### **CREATING HOUSING STABILITY**

Remove the Income Qualification for the Disabled Veteran Property Tax Exemption.

### PRIORITIES



### AFFORDABLE HOUSING SUBSIDY

### Fund Capital Budget Requests for Pierce County Affordable Housing Projects.

SSHA<sup>3</sup>P seeks to ensure affordable housing projects throughout our communities are adequately funded and will actively support capital funding requests via the Housing Trust Fund, Local and Community Projects, and Connecting Housing to Infrastructure programs, to support affordable housing project acquisition and development.

### Fund the Acquisition of Residential Properties for Affordable Housing.

SSHA<sup>3</sup>P supports funding and financing tools to enable local governments and affordable housing partners to respond to real estate market opportunities to acquire properties to preserve and create affordable housing. These opportunities include the support of resident efforts to acquire manufactured home communities, the acquisition of multi-family units, and the acquisition of real estate for future affordable housing development.

### Expand Eligibility for the Connecting Housing to Infrastructure Program (CHIP).

CHIP grants support the development of affordable housing by funding water, sewer and stormwater utility improvements and/or waiving system development charges for new affordable housing units. SSHA<sup>3</sup>P asks the legislature to make two program changes.

1. Allowing affordable housing developers to directly apply for this grant funding in partnership with eligible cities, counties, or utility districts.

2. Allow the funds to be used to support water, sewer, and stormwater utility connections and improvements for resident owned manufactured home communities.

### FACILITATING HOUSING SUPPLY

#### Support Construction Trade Industry Workforce Development Efforts.

The State of Washington needs thousands more construction industry professionals to build the hundreds of thousands of housing units we need. SSHA<sup>3</sup>P supports workforce development efforts that increase the number of people in the construction industry workforce and ensure access to training on new construction technologies.

### **CREATING HOUSING STABILITY**

### Remove the Income Qualification for the Disabled Veteran Property Tax Exemption.

SSHA<sup>3</sup>P asks the Legislature to expand the eligibility for the disabled veteran property tax exemption by removing the income requirement. This action would align Washington's exemption policy with the 41 other states that have made the determination that service and sacrifice of our disabled military veterans should be recognized with some level of property tax exemption void of any personal income qualifier.

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## SUPPORT | MONITOR | OPPOSE

- Support funding the Affordable Workforce Housing Accelerator Program.
- Support funding to support municipal planning and permitting.
- Support investments in rental assistance and eviction prevention.
- Support updates to the Washington Uniform Common Interest Ownership Act.
- Support Fair Housing training for ownership associations.
- Monitor legislation regarding the Residential Landlord Tenant Act.
- Monitor the creation of state and/or local revenue sources for affordable housing.
- Monitor legislation to exempt affordable housing development from sales and use tax.
- Monitor legislation to exempt low-income, community land trust buyers from the real estate excise tax.
- Oppose preemption of local land use authority.
- Oppose legislation that would increase the cost to produce affordable housing.





### 2025 Executive Board Meeting Calendar

January 10, 2025 Special Meeting (January 3, 2025, Regular Meeting cancelled)

February 7, 2025

March 7, 2025

April 4, 2025

May 2, 2025

June 6, 2025

July 11, 2025 Special Meeting (July 4, 2025, Regular Meeting cancelled)

#### August 1, 2025

**September 12, 2025** Special Meeting (September 5, 2025, Regular Meeting cancelled)

**October 3, 2025** *In-person meeting at DuPont City Hall (1700 Civic Dr., DuPont, WA 98327)* 

November 7, 2025

December 5, 2025



## SOUTH SOUND HOUSING AFFORDABILITY PARTNERS

### **MEMBER SERVICES**

#### **ABOUT US**

Established in 2021, the South Sound Housing Affordability Partners (SSHA<sup>3</sup>P) is an intergovernmental collaboration among 15 members governments in Pierce County, working together to create and preserve affordable, attainable, and accessible housing throughout our communities.

#### MEMBERS

City of Auburn City of DuPont City of Edgewood City of Fife City of Fircrest City of Gig Harbor City of Lakewood City of Milton Pierce County Puyallup Tribe of Indians City of Puyallup City of Sumner Town of Steilacoom City of Tacoma City of University Place



### PLANNING AND POLICY SUPPORT

Members governments may request SSHA<sup>3</sup>P staff assistance and support in the following areas:

- Grant writing
- Code review and drafting
- Policy analysis
- Community engagement
- Comprehensive Plan Periodic Update - Housing Element
- Program support (e.g., MFTE compliance and monitoring)

### LEGISLATIVE ADVOCACY

To advance the priorities of the annual Federal and State Legislative Agendas, SSHA<sup>3</sup>P staff work in collaboration with member governments and stakeholders during the interim and legislative session. In addition to SSHA<sup>3</sup>P's advocacy efforts, the organization's legislative services include:

- Committee monitoring
- Legislation tracking and analysis
- Budget tracking and analysis
- Weekly state legislative session hot-sheets

### SSHA<sup>3</sup>P staff are available to conduct the following tasks in support of aligned interest, at the request of member governments:

- Assisting with producing talking points and/or committee testimony
- Providing legislative briefings
- Scheduling meetings with legislators
- Producing legislative analysis specific to the requesting government

### FACILITATING AFFORDABLE HOUSING DEVELOPMENT

Members governments may request SSHA<sup>3</sup>P staff assistance and support in the following areas:

- Beginning in 2024, investments via the SSHA<sup>3</sup>P Housing Capital Fund
- Feasibility analysis to determine mitigation issues, infrastructure needs, and zoned capacity
- Identification of publicly owned land suitable for affordable housing development
- Coordination between member governments and affordable or mixed income housing developers to explore development opportunities

CONTACT SSHA<sup>3</sup>P

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