

RESOLUTION NO. 2748

A RESOLUTION OF THE CITY OF KIRKLAND AUTHORIZING THE EXECUTION OF A COOPERATION AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE COUNTY OF KING AND THE CITY OF KIRKLAND.

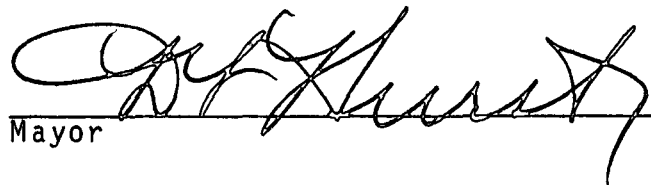
THE CITY COUNCIL OF THE CITY OF KIRKLAND, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Mayor of the City of Kirkland is hereby authorized and directed to execute, on behalf of the City, that certain Cooperation Agreement between the Housing Authority of the County of King and the City of Kirkland a copy of which has been received by the City and is attached hereto.

Section 2. The City Clerk is hereby directed to send a certified copy of this Resolution and the Cooperation Agreement to the King County Auditor and the Secretary of State for the State of Washington pursuant to Section 39.34.04 of the Revised Code of Washington.


PASSED by majority vote of the Kirkland City Council in regular meeting on the 4th day of August, 1980.

SIGNED IN AUTHENTICATION THEREOF on the 4th day of August, 1980.



Mayor

ATTEST:



Director of Administration and Finance
(ex officio City Clerk)

2446A

COOPERATION AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 19____, by and between THE HOUSING AUTHORITY OF THE COUNTY OF KING, WASHINGTON, (herein called the "Local Authority") and the CITY OF KIRKLAND, WASHINGTON (herein called the "Municipality").

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the Department of Housing and Urban Development (herein called the "Government") excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the Government, or its predecessor agencies, prior to the date of this Agreement.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.

(d) The term "Public Body" shall mean any public body, corporate or politic or other Governmental entity that is exempt from general property taxation in the State of Washington under the Constitution or laws of the United States or the State of Washington.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the Government for loans and annual contributions covering one or more Projects comprising approximately 30 units of low-rent housing and (b) to develop and administer such Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.

3. (a) With respect to any Project so long as such Project is owned by a public body, government agency, or entity otherwise entitled to exemption from general property taxation under State law and either (i) such project is used for low-rent housing purposes or (ii) a contract between the Local Authority and the Government for loans or annual contributions or both, in connection with such Project remains in force and effect or (iii) any bonds issued in connection with such Project or any money due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect

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thereto. During this period of exemption from taxation and special assessments, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year or (ii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is lower.

(c) The Local Authority shall distribute the payments in Lieu of Taxes among the taxing bodies in the proportion which the real property taxes which would have been paid to each taxing body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the taxing bodies for such year if the Project were not exempt from taxation; provided, however, that no payment for any year shall be made to any taxing body in excess of the amount of the real property taxes which would have been paid to such taxing body for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

(e) The Municipality will not charge the Local Authority any monies under the Municipality's Fee-in-Lieu of Open Space requirement. The Local Authority will provide sufficient contiguous and well designed open space to meet the recreational needs of the Project's residents.

4. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as such Project is owned by a public body, government agency, or entity otherwise entitled to exemption from general property taxation under state law and either (i) such Project is used for low-rent housing purposes or (ii) a contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect or (iii) any bonds issued in connection with such Project or any monies due to the government in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes):

(a) Shall furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Shall consider, in accordance with applicable State and local law, the vacating of such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof;

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(c) Shall consider, in accordance with applicable State and local law, in so far as the Municipality may lawfully do so, (i) the granting of such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) the making of such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Consider accepting grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

5. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing Projects owned or operated by the Local Authority.

6. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.

7. No member of the governing body of the Municipality or any other public official of the Municipality who exercises any responsibilities or functions with respect to any Project during his tenure or for one year thereafter shall have any interest, direct or indirect, in any Project or any property included or planned to be included in any Project, or any contracts in connection with such Projects or property. If any such governing body member or such other public official of the Municipality involuntarily acquires or had acquired prior to the beginning of his tenure any such interest he shall immediately disclose such interest to the Local Authority and the Municipality.

8. So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the Government in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the Government, the provisions hereof shall inure to

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the benefit of and may be enforced by, such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

SEAL

CITY OF KIRKLAND

ATTEST:

s/ D. V. Hurst
MAYOR

Date

SEAL

THE HOUSING AUTHORITY OF THE
COUNTY OF KING, WASHINGTON

ATTEST:

CHAIRMAN

Date