JOINT LETTER OF AGREEMENT

between

KING COUNTY
and
THE CITY OF BELLEVUE

This Letter of Agreement is entered into between King County ("County") and the City of Bellevue ("City"), in order to establish the intent of the Parties to work cooperatively to achieve common goals to benefit the region and City, as set forth in greater detail below.

RECITALS

1. The County and City have identified numerous mutual interests, and both recognize the value and benefit of collaborating on regional issues that benefit the region and the City.
2. Despite this region's prosperity, homelessness in King County remains a crisis. In 2015, nearly 10,000 people are experiencing homelessness on any given day with nearly 40 percent of the persons are unsheltered. The 2016 One Night Count found 245 unsheltered individuals in East King County, compared to 134 in 2015.
3. The King County Executive on November 2, 2015 made a Local Proclamation of Emergency due to homelessness affecting King County and stating that King County will continue to work with all the cities within King County on plans to address homelessness.
4. The County and City recognize that additional efforts to provide shelter and housing for homeless individuals and families are needed.
5. The City and its partners have traditionally provided operating funding for a men's winter shelter located in Bellevue and plan to continue to provide such support.
6. There is interest by the City and other members of A Regional Coalition for Housing (ARCH) in establishing a new, permanent location for the men's shelter with related services. A conditional commitment of capital funding has been made by Bellevue and members of ARCH through the ARCH Trust Fund.
7. The County owns property and operates a Seattle & King County Public Health facility at 14350 SE Eastgate Way, Bellevue, 98007 (the "Property").
8. The Property is adjacent to a regional, county-owned park and ride facility with good transit access and has the potential to accommodate additional development on the site.
9. The County and City are interested in developing a partnership to accommodate a shelter, supportive services and permanent supportive housing on the Property (the "Project"), The County and the City will also explore the potential for the Project to take advantage of the property to provide existing and possibly new public health services and other health care services with partner organizations.
10. The County is also interested in ensuring that the Project has minimal impacts to the current and future operations of the public health services at the Eastgate Public Health Center.

NOW THEREFORE, the City and the County express their intent to work cooperatively with respect to the following:

I. The City and County agree to take all reasonable and prudent steps consistent with applicable legal requirements and approvals, within a 6 month period, to expeditiously undertake the following actions:

   a. The City will process Land Use Code amendments and rezone the Property consistent with the Eastgate/I-90 Comprehensive Plan amendments adopted by the City Council in December 2015, to assure the development of the shelter, housing, supportive and public health service areas is consistent with the Eastgate/I-90 Plan.

   b. The County will negotiate an agreement for use of the property by the City and/or its partners for the purposes of developing and operating a men's shelter, permanent supportive housing and potentially for supportive and public health services.

   c. The project should be of sufficient size and scope to take full advantage of the 9% Low Income Housing Tax Credit.

   d. The County will consider the regional benefit of the project providing shelter and related services, housing and potentially public health services in the negotiations of the use agreement.

   e. The City and ARCH, with input from development partners, will put together a detailed funding and program strategy for the project. The City, and County as a land owner, will be cooperative and active partners in seeking grant and other available funds to support the project, including the County's Housing Finance Program.

   f. The City with the development partners will lead the efforts to undertake community outreach to the immediate and broader community.

   The actions in Sections I.a.-I.f. above are subject to final decisions and/or approvals of the Bellevue City Council and the King County Executive and King County Council and nothing in this LOA shall constitute a waiver of that authority or a commitment to any particular final decision.

II. This Letter of Agreement does not create rights or obligations in either party, but does express the intent of the Parties to work together to accomplish the contemplated transactions to benefit the region and the City.

KING COUNTY

Dow Constantine

Dow Constantine
King County Executive

Date AUGUST 2, 2016

CITY OF BELLEVUE

Brad Miyake
City Manager

Date 8/2/16