



MEMORANDUM

To: Kurt Triplett, City Manager

From: Lynn Zwaagstra, Director of Parks and Community Services
Jen Boone, Human Services Manager
Hillary De La Cruz, Management Analyst

Date: September 13, 2024

Subject: **Current State of the Homelessness Continuum of Care in Kirkland**

RECOMMENDATION:

Staff recommends that the City Council reviews the following memorandum about the current state of the Homelessness Continuum of Care in Kirkland.

EXECUTIVE SUMMARY:

- This memorandum responds to the Council's adopted Resolution R-5631 Declaring the City's Commitment to Addressing Homelessness and Authorizing the City Manager to Develop a Homelessness Continuum of Care Action Plan.
- Additionally, this memo provides an overview of the actions taken to date by the City to respond to homelessness in order to make homelessness rare, brief, and non-reoccurring in Kirkland.

BACKGROUND:

On June 4, 2024, the City Council adopted Resolution R-5631, declaring the City's commitment to addressing homelessness through a person-centered approach and authorizing the City Manager to develop a Homelessness Continuum of Care Action Plan for new policies, programs, and services that prevent and respond to unsheltered homelessness in Kirkland.¹ Council directed staff to prepare an Action Plan that includes objectives and actions to support a variety of policy goal areas including, but not limited to:

- Preventing homelessness, providing a compassionate and dynamic response while providing support to best meet people's needs with dignity and respect,
- Activating the Homelessness Assistance Response Team (HART),
- Collaborating interdepartmentally in responding to homelessness on public property, and
- Identifying local and regional short, medium, and long-term funding strategies to accomplish each of the goal areas.

The Action Plan will be drafted in conjunction with a community input process and transmitted to City Council by April 30, 2025.

Section 4 of Resolution R-5631 directed the City Manager to prepare issue papers on homelessness response system gaps and potential responses as identified by the Coordinated

¹ www.kirklandwa.gov/files/sharedassets/public/v/2/city-managers-office/pdfs/resolution-r-5631.pdf

Response to Homelessness Team (CRT), as well as summarizing what actions have occurred. While the Action Plan will be transmitted in 2025, to provide the City Council with background to inform future policy and budget decisions, and to foster collective education and learning for staff, Council, and members of the public, the 2025-2026 biennial budget packet includes five informational memorandums:

- Current State of the Homelessness Continuum of Care in Kirkland
- Evaluation of the Current Legal Climate Related to Homelessness
- Authorized Encampments Potential Code Changes
- Overview of Tiny House Program Models
- Overview of Vehicle and RV Residency Program Models

This memorandum provides information about the regional response to homelessness, a comprehensive overview of the current state of the Homelessness Continuum of Care in Kirkland, and details about the City's recent work through the Coordinated Response to Homelessness Initiative.

DISCUSSION/ANALYSIS: SUPPORT FOR A REGIONAL APPROACH TO ADDRESSING HOMELESSNESS

Eastside Cities Coordination

Over the last 15 years, Eastside cities have been aligned in funding homelessness crisis response, prevention, and supportive services to make homelessness rare, brief, and one time; providing shelter across demographics, and collaborating to increase capacity and resources for individuals experiencing homelessness. This has resulted in a significant expansion of homeless shelters, day centers, and outreach services on the Eastside. Leveraging resources and working in partnership with Federal, State, County, and private funders, faith communities, and service providers, the Eastside has worked together to ensure individuals experiencing homelessness have a safe place to live and a path toward housing stability.

Human services funding across all Eastside agencies includes best practices in funding services that extend beyond just specific episodes of homelessness and aim to help resolve crises, provide access to on-going support, and offer basic safety net services. Examples of regional collaboration and coordination include:

- Interlocal agreement establishing pooled contracts for shelter providers receiving funding awards from multiple cities.
- Monthly coordination of street outreach staff through monthly meetings and shared data collection processes.
- Monthly convening of city human services staff, providers, and advocates through the Eastside Homelessness Advisory Committee (EHAC).
- Monthly coordination with Eastside cities human services and homeless programs staff with King County Regional Homelessness Authority (KCRHA).

In response to the formation of KCRHA in 2019, the cities of Bellevue, Kirkland, and Redmond hired a consultant to coordinate Eastside regional homelessness discussions among the cities to establish a framework and set the table for more formal collaboration, including advising on KCRHA's Five Year Plan and East King County Subregional Plan in 2021. This work included coordination with Eastside cities; continued coordination with Eastside providers, advocacy

groups, faith community, business interests, and philanthropic entities; as well as coordination and collaboration with KCRHA.

Attachment 1 includes the Memorandum of Findings prepared by the consultant documenting the coordination of homelessness response between the cities of Bellevue, Kirkland, Issaquah, Redmond and Sammamish and KCRHA, and includes in-depth background and context for future discussion and decisions about how cities can respond to homelessness from a regional standpoint. Attachment 1 is not intended to be a recommendation, but documentation of current efforts and discussions by City human services staff in coordinating a response to homelessness in the East King County subregion.

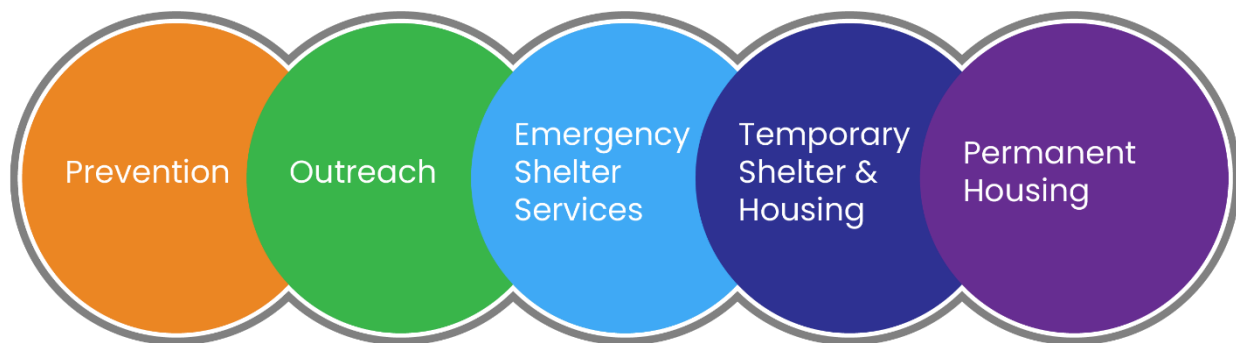
King County Regional Homelessness Authority (KCRHA)

As mentioned, the King County Regional Homelessness Authority was established in 2019 through an interlocal agreement between King County and the City of Seattle. The government agency’s mission is to significantly decrease homelessness throughout King County, using equity and social justice principles. The intent of the standalone agency is to coordinate policy, funding, and services for people experiencing homelessness in King County.

The KCRHA 5-Year Plan approved in 2023 outlines a three-pronged approach to address the growing issue of homelessness, with a focus on provider support, establishing a coordinated network of services, and cross-system collaboration.² It also informs the subsequent development of the East King County subregional plan which outlines key activities and actions for homeless system stakeholders, including local jurisdictions. Many of the key activities and actions outlined in the current draft mirror the policy goal areas proposed in Resolution R-5631 that will be included in Kirkland’s Homelessness Continuum of Care Action Plan.

DISCUSSION/ANALYSIS: INVESTMENTS ACROSS KIRKLAND’S HOMELESSNESS CONTINUUM OF CARE

Figure 1: Kirkland’s Homelessness Continuum of Care



The City makes investments in several critical areas as part of its approach to providing a pathway, or Continuum of Care to people experiencing homelessness as demonstrated in Figure 1, including homelessness prevention, street and vehicle outreach, emergency shelter services, temporary shelter and housing, and permanent housing. Many of these critical services are provided by nonprofit organizations who receive City human services grant funding.

² kcrha.org/wp-content/uploads/2023/06/FINAL-KCRHA-Five-Year-Plan-6.1.23.pdf

Prevention

Homelessness prevention provides resources to keep individuals and families housed when experiencing an unexpected financial event or crisis that can lead to housing instability. The goal is to prevent a household from losing its housing by providing direct assistance to support the household remaining housed. The most common services include financial assistance or legal support that can help with eviction prevention, rent, utilities, medical bills, car repairs, and childcare.

Prevention has been a top priority for the Kirkland Human Services Commission during the last few human services grant cycles. In 2021, the City Manager earmarked new funding sources, including House Bill 1406 dollars and one-time pandemic funding to support prevention programs.³ Investments have included:

- Funding a full-time attorney dedicated to eviction prevention for low-income Kirkland residents in partnership with Eastside Legal Assistance Program (ELAP) since 2020.
- Over \$1 million in federal funding to support Residential Rent and Utility Relief Programs administered by the City and community partners in 2021-2022.
- Awarding over \$700,000 in grant funding to agencies providing rent, utilities, and financial assistance to support low-income, families with children, and Limited English Proficient households in 2023-2024.

Other actions supporting prevention include:

- Adopting legislation concerning tenant protections as recommended by A Regional Coalition for Housing (ARCH) in response to significant rent increases and fees.
- Extended eviction moratorium to support residents during the pandemic.
- Kirkland Rental Risk Assistance Fund to support households facing barriers to obtain stable housing.
- Kirkland Cares Low-Income Support Program to support households with discounts on utility rates and other City services and charges.
- Funding a 1.0 FTE Human Services Coordinator position starting in 2021 focused on Community Wellbeing, which includes connecting residents to resources. Rent assistance and legal assistance have been the most requested resources since 2021.

Outreach

Outreach focuses on building relationships with people experiencing homelessness by connecting them with immediate resources and services to foster trust. Outreach work includes basic needs distribution, food, water, and referrals to services like shelter, housing, treatment, and healthcare.

In 2020, the Human Services Commission recommended a Homeless Outreach Coordinator position in the 2021-2022 grants budget to contract with an agency for street outreach services

³ House Bill 1406 allows local jurisdictions to impose a local state-shared sales and use tax to fund affordable housing or rent assistance activities. The funds were earmarked for human services grants beginning in 2021.

One-time pandemic funding references the Coronavirus Aid, Relief, and Economic Security Act (CARES) and American Rescue Plan Act (ARPA) funding received in 2020 and 2021.

in Kirkland. The contracted agency was unable to consistently provide the service and, combined with the increased demand for services for those who are unhoused, it was determined that contracting with an outside agency did not meet the current need. The City Manager recommended adding a City Homeless Outreach Coordinator position during the 2023-2024 budget process. The recommendation aligned with a similar approach used by Eastside cities, including Bellevue, Redmond, and Issaquah, citing the benefits of increased collaboration, capacity, and coordination at the City level among first responders, Human Services staff, and community partners in addressing homelessness compassionately and responsively. Council approved the position, bolstering the City's ability to assist those who are unhoused, first responders, City staff, the business community, and residents. The first Homeless Outreach Coordinator (HOC) was hired in April 2023, leading to the development of the Homeless Assistance and Response Team (HART) described further below.

Other investments to support outreach work include:

- Hotel vouchers during cold weather events for first response teams and the HART team to distribute, a program that began in 2021.
- Flexible assistance fund to assist outreach staff with purchases like food or coffee, document replacement like identification or social security card, transportation, and other small barriers that can hinder a person's ability to access housing.

Emergency Shelter Services

Emergency shelter services are programs that offer 24/7/365 shelter with wraparound support to households who have lost housing, including case management, employment, and behavioral health support. On the Eastside, there are 8 year-round shelters serving men, women, youth, families and domestic violence survivors, totaling over 700 beds. The majority are near or at capacity on any given night. Best practice models for shelter focus on population type, so access points for shelter vary based on household composition.

- Catholic Community Services manages New Bethlehem Place in Kirkland, offering 52 beds for approximately 10 families experiencing homelessness. They also have a hotel program in Kirkland to support an additional 10 families. The City played a significant role in the siting and opening of the first year-round shelter for families on the Eastside in 2020.
- Friends of Youth provides shelter to young adults between 18-24 years at the Willows Youth Services Center (formerly The Landing). The agency recently moved from Redmond to Kirkland, expanding capacity to serve up to 25 youth each night.
- Friends of Youth offers shelter to youth ages 7-18 at the Youth Haven shelter in Kirkland. Three types of beds for a total of 10 are available based on household need: four emergency shelter beds, four extended shelter beds, and two transitional beds for long-term stays.
- The Sophia Way provides two shelter programs for woman experiencing homelessness. Helen's Place is co-located in Kirkland with New Bethlehem Place, serving up to 48 women at a given time. For women requiring additional support, Sophia's Place in Bellevue offers extended stay shelter for 21 women up to six months.
- Mary's Place provides 260 beds for families experiencing homelessness in Bellevue.
- Porchlight Eastside Men's Shelter, located in Bellevue, has 100 beds for men experiencing homelessness. Porchlight also manages a hotel and rotating shelter

program, totaling an additional 20 beds. The City funds the main shelter and rotating shelter.

- Hopelink manages the Avondale Park shelter for families experiencing homelessness using an apartment model in Redmond. Up to 32 beds are available.
- LifeWire provides shelter to survivors fleeing domestic violence, with 55 beds available at a safe, confidential location.

Most of these programs can provide expanded capacity during severe weather events, including cold, heat, and smoke. Shelters serving families and domestic violence survivors participate in a regional network of shelters throughout King County to manage regional capacity in an attempt to not turn a household away from services. Currently, there are wait times to access both family and domestic violence shelters throughout King County. Families must call the regional family intake line daily to see if there is bed availability and domestic violence survivors call the Hopeline regional line.

Several shelters also offer day center services. Despite day center services being provided at the same location as shelters, the services are distinct and are not impacted if a shelter is at capacity, meaning that the drop-in services are available to more people. Day centers offer hot meals, showers, laundry, mail services, case management, and other resources based on population type. Day centers on the Eastside include:

- New Bethlehem Day Center, serving families in Kirkland.
- Willows Youth Services Day Center, serving young adults 18-24 in Kirkland.
- Porchlight Day Center, serving men in Bellevue.
- Sophia's Day Center, serving women in Bellevue.
- Overlake Church Day Center, serving individuals and couples in Redmond.

Human services grants support shelter capacity, day centers, and expanded services to meet the increasingly complex needs of shelter and safe parking program participants. Funding has increased over the years to include a focus on staffing and new programs focused on behavioral health support and employment assistance. In 2023-2024, the City invested over \$1 million through various funding sources, including 2018 Police and Community Safety Prop 1, American Rescue Plan Act, Community Development Block Grant funds, and Multifamily Tax Exemption (MFTE) dollars.

Temporary Shelter and Housing

Temporary shelter and emergency housing programs vary in service model but are often time-limited, providing an interim step toward securing permanent housing.

Sanctioned Encampments

Sanctioned Encampments are temporary shelters for people experiencing homelessness that are legally sanctioned and located on public or private property. In Kirkland, sanctioned encampments can be hosted up to 92 days before they are legally required to move as outlined in Kirkland Zoning Code 127. Most sanctioned encampment or 'tent cities' do not provide case management or on-site services. The City has supported sanctioned encampments, most recently, Camp United We Stand in Fall 2023, and previously supported Tent City 4 and Camp

Unity.⁴ No sanctioned encampment has been hosted on City property but instead encampments have been managed and supported by a local faith-based organization in Kirkland.

Safe Parking Programs

Safe Parking Programs offer a safe place for residents living in vehicles or recreational vehicles to park and receive services to support transition back into housing. On the Eastside, there are four programs:

- Lake Washington United Methodist Church (LWUMC): serving single women and families in Kirkland in vehicles only with up to 60 parking spaces. On-site services include case management, showers, laundry, and community meals. In 2023, approximately 140 households were served through LWUMC safe parking.
- City of Bellevue Safe Parking Pilot: opened in Summer 2024, the program provides parking for 20 vehicles and RVs. The program is currently prioritizing families and hosts on-site services, including community meals and case management support.
- Overlake Christian Church: serving individuals and couples in vehicles only with up to 15 parking spaces. On-site services include support from outreach staff, showers, and laundry located in Redmond. In 2023, 35 participants were served by and transitioned out of the OCC safe parking program.
- St. Jude's: serving individuals and couples in vehicles only with up to 15 parking spaces located in Redmond.
- Newport Presbyterian Church in Bellevue: serving single women and families in vehicles only with up to 8 parking spaces from March through November located in Bellevue.

The City has collaborated with safe parking programs on the Eastside for years but has recently expanded its investment with the hiring of the Homeless Outreach Coordinator. The City recently entered into its first agreement with Lake Washington United Methodist Church to co-offer resources for participants working with the Homeless Outreach Coordinator and the Human Services Commission is recommending funding Overlake's Safe Parking Program in 2025 due to increased demand for services at the location.

Transitional Housing

Transitional Housing focuses on temporary housing with supportive services for individuals and families experiencing homelessness that is time limited, usually up to two years. The objective is to prepare households with the skills to successfully move into permanent housing. This includes having a lease or occupancy agreement and paying a small portion of rent, but a household is still defined as homeless using the U.S. Department of Housing and Urban Development (HUD) definition. The City funded several transitional housing programs through 2016 until adjusting human services grant priorities to align with recommendations outlined by HUD to prioritize investments in prevention and permanent housing programs.

While the City currently supports two transitional housing programs for single women and families currently experiencing homelessness, the majority of funds have shifted to other areas along the Continuum of Care. The City did support the preservation of 37 transitional housing units for families experiencing homelessness earlier this year through a \$168,000 grant to

⁴ www.sharewheel.org/tent-city-4
campunityeastside.com

support Attain Housing’s transition of assets to another nonprofit organization in partnership with ARCH.

Temporary Housing

Temporary Housing is a type of emergency housing for individuals or families experiencing homelessness that often is non-congregate, which provides private space or accommodations for individuals or households. This type of housing has become increasingly popular in response to emergency shelter programs being at capacity. In recent years, non-congregate models have become more trauma informed with faster positive outcomes, especially for families experiencing homelessness. Common models include hotel programs and tiny houses, where an individual receives services to address basic health, food, clothing, and personal hygiene needs. Most models offer case management services and residents stay between 90 days to two years. Participants do not enter into a lease or occupancy agreement for these types of programs. There are no temporary housing programs in Kirkland or funded with human services grant dollars. Regional examples include:

- Haven Heights located in Redmond opened in May 2024 and will operate emergency housing under King County’s Health through Housing Initiative.⁵
- The Low-Income Housing Institute operates 18 Tiny House Villages in Seattle, Tacoma, Olympia, Skyway, Tukwila, and Bellingham.

Permanent Housing

Permanent housing models do not have designated lengths of stay but can vary in the types of services available and populations served.

Permanent Affordable Housing

Permanent Affordable Housing is subsidized housing that ensures households pay no more than 30% of their monthly income on rent and utilities. These types of units provide stable, rent restricted housing for low- and moderate-income households. Permanent affordable housing units are often created through local housing incentive and inclusionary programs, including mandatory inclusionary zoning, voluntary density bonus, and multifamily tax exemptions. In Kirkland, these types of programs have generated additional housing projects throughout the City. Recent projects include:

- 315 affordable units of 442 units at Polaris in Totem Lake
- 170 affordable units for seniors at Ardea in Totem Lake
- 125 affordable units at Grata in Totem Lake

Participation in ARCH has allowed the City to invest over \$3 million in Community Development Block Grant funds to support the preservation and development of affordable housing on the Eastside. Example projects include King County Housing Authority properties, like Kirkland Heights, which is currently under redevelopment to expand capacity for the 76 units serving low-income families. For a comprehensive list of affordable housing units located on the Eastside, review the apartment list on ARCH’s website.⁶

⁵ Health through Housing sites are emergency housing or permanent supportive housing. The Redmond site is currently operating like emergency housing but will eventually move to permanent supportive housing. The Redmond site is distinct from Kirkland’s site. The Kirkland site will open as permanent supportive housing.

⁶ www.archhousing.org/affordable-apartment-list

Permanent Affordable Housing with Services

Permanent affordable housing with on-site case management services supports long-term stability for low to moderate income households. Imagine Housing is the leading developer and provider of affordable housing with services on the Eastside. Imagine Housing supports households with incomes between 0-60% of King County Area Median Income, approximately \$88,440 for a family of four in 2024. The agency provides units for families with children, households exiting homelessness, veterans, people living with disabilities, and seniors. The City supports Imagine Housing with grant funding that supports case management and community building events, supporting over 250 low-income households at four properties.

Permanent Supportive Housing

Permanent Supportive Housing pairs subsidized housing with onsite case management and wraparound services that can include behavioral health, medical services, employment navigation, transportation access, and food access. This type of project supports the lowest income and most vulnerable populations, specifically residents experiencing chronic homelessness and living with a disability. The former La Quinta Inn, purchased by King County for the Health through Housing Initiative, is an example of this type of housing and will provide housing with services for 100 residents beginning in 2025. To date, the City has not allocated funding to the project but is an active partner in supporting success of the project, including development of the good neighbor agreement, safety and security plan, and code of conduct in partnership with King County and Plymouth Housing.

Attachment 2 shows the Homelessness Continuum of Care regional map, highlighting critical access points and service locations for those experiencing homelessness in Kirkland. The map is also linked on the City's response to homelessness webpage and is updated regularly.

DISCUSSION/ANALYSIS: CURRENT STATE OF HOMELESSNESS IN KIRKLAND

Despite investments in the Continuum of Care, the problem facing Kirkland and the region is the insufficient supply of affordable housing units and service provider capacity to adequately serve the growing number of households living unhoused on the Eastside. The following section outlines data sources that contribute to the problem statement, source limitations, and a summary of the City's recent work in coordinated response to homelessness efforts.

Data About Homelessness

With the onboarding of the Homeless Outreach Coordinator, the City was able to begin collecting data specific to Kirkland for the first time. Between April to December 2023, the HOC's contacts with 160 individuals helped the City identify what challenges people unhoused in Kirkland face, and what gaps exist in the Homeless Continuum of Care. The HOC data does not specifically address how many people are currently experiencing homelessness in Kirkland. The data collection needed to answer the question of how many people are currently experiencing homelessness in Kirkland requires acute cross-system coordination and a methodology that does not currently exist. Below are the data sources the City currently uses and a plan for data collection into 2025.

Across all data collection sets summarized below, the following are true for those experiencing homelessness in King County:

- The number of unsheltered homeless persons is increasing.

- The number of households entering homelessness is increasing at a faster rate than the number of households moving into permanent housing in King County.
- Shelters and other homeless service programs are regularly at capacity, leaving many households with little choice other than to live outside.
- The population of unhoused individuals is skewing older, experiences more frequent and longer episodes of homelessness, and often has other chronic, complex social and health needs.

The City uses five data collection sets when analyzing homelessness. Each data set provides important information about the homeless landscape and continuum of care with each set spanning between local and regional systems, each having different limitations.

Point in Time (PIT) Count

The PIT Count tracks the number of unsheltered and sheltered individuals in King County. The count is required every other year by HUD in order for King County to receive federal funding. The count is normally conducted in January. KCRHA is responsible for conducting the PIT Count and released this year's report in May, showing at least 16,385 individuals experiencing homelessness in King County, up 23% from the 2022 PIT Count. This count is widely known to be an undercount and does not include a full picture of those experiencing homelessness in King County due to the methodology of collecting a snapshot from one night rather than a full year. KCRHA did change the methodology with approval from HUD and used respondent driven sampling to collect data between January 22 - February 2, 2024.⁷ Subregional data will be available for East King County, but the data has not been released. PIT data is most frequently referenced when talking about the number of individuals experiencing homelessness in the region.

Homeless Management Information System (HMIS)

A HMIS is required by HUD for the regional coordinating body to track data on the services provided to those experiencing homelessness. In order to receive federal funding, a local HMIS must be managed that requires any organization serving people experiencing homelessness to enter data.⁸ In King County, KCRHA manages HMIS. HMIS includes assessments, which collect information used to identify program eligibility and make referrals to programs, including placement into housing through Coordinated Entry (CE)⁹.

KCRHA can use HMIS data to identify service gaps, which inform system design and policy decisions based on current trends. All emergency shelter providers on the Eastside are currently required to enter information into HMIS, including enrollment data such as daily bed night counts and inventory counts to understand utilization rates. In 2023, Porchlight Men's Shelter, New Bethlehem Shelter, Mary's Place, and The Sophia Way had an average capacity of 114%.

⁷ KCRHA partnered with the Washington Department of Commerce and Cloudburst Consulting to use statistical modeling, administrative data, and annualized number to estimate the number of people experiencing homelessness in King County. The estimated number for 2022 was that 53,532 people experienced homelessness at some point during the year.

⁸ The requirement used to be for providers receiving public funding. Despite the shift in requirements under KCRHA, not all programs providing services are entering data into HMIS.

⁹ Coordinated Entry, which uses the Coordinated Entry for All (CEA) assessment, is used in King County with the purpose of ensuring that people experiencing homelessness have equitable access to housing resource connections to resolve their housing crisis. Learn more: kcrha.org/regional-access-points/

The City of Kirkland does not enter data into HMIS, but the HOC can access HMIS to see previous enrollments in programs like shelter, conduct assessments, and nominate clients for housing placement. City outreach and shelter staff have provided feedback to KCRHA on the limitations of HMIS, in particular when it comes to an individual information, which requires separate data entry for case management to track individual goals. KCRHA has identified data refinement and improvement in the agency's 5-Year Plan.

Apricot

Apricot Case Management software provides a snapshot of an individual's progress in the homeless outreach program. Each contact the HOC has with an individual is entered into Apricot. The system currently collects demographic information, housing status, length of program engagement, and individual service plan. The City of Redmond invested in Apricot in 2023 to support Redmond's Homeless Outreach program and invited Kirkland to participate in 2024. The City of Bellevue plans to join in 2025. The intent is to share information to support a coordinated approach for unhoused residents moving between jurisdictions, ensuring City outreach teams can share information and avoid duplication of resources. Beginning in 2025, a data standards manual will be finalized to assist City outreach staff when entering clients in the system, ensuring data quality standards are met across all participating cities. In 2025, Apricot data can be used to share regular reports about the Homeless Outreach program, including number of contacts, current caseload, referral source, demographic information, and housing stability goals.

In the first year of the program (May 2023 - August 2024), the HOC established contact with 161 households representing 211 individuals experiencing homelessness. Thirty-eight percent (38%) of households (62 total) had either met a housing stability goal (e.g., enrolling in shelter, relocating to live with family, accessing treatment, or moving into housing) or were actively working on a housing stability goal with the HOC. Of the 62 households, 18 households moved into permanent housing. The remaining 62% of households were deceased, incarcerated, lost contact, or declined receiving services.

Human Services Grant Reports

In order to receive grant funding, homeless service providers must submit quarterly and annual progress reports to City staff. Quarterly reports share information about service units and number of residents served. Service units for shelters often include bed nights, case management hours, community meal, or basic need supplies. For drop-in centers, service units include drop-in visits or hygiene kits distributed. For housing programs, service units include case management hours, community events, or number of referrals. Annual reports provide demographic data and program outcomes. Shelter outcomes can include exits to permanent housing, or enrollment in a housing plan.

In 2023, the shelters funded by the City supporting men, women, families, youth and young adults, and domestic violence survivors served 1,345 individuals. Shelters operate under a regional model and are the only programs not required to report on previous or current city of residence for human services grants in order to be eligible for reimbursement. This limits a jurisdiction's ability to estimate the total number of residents of Kirkland that enrolled in shelter each year.

HART

The Homeless Assistance and Response Team is a team of cross departmental experts that respond to homelessness reports based on the situation, including Police, Fire, Mobile Integrated Health, Parks Ranger, Homeless Outreach Coordinator, Regional Crisis Response (RCR), Code Enforcement, Public Works, and Community Court. Each entity has its own data system that tracks data specific to the success of the program and subsequently reports on homelessness differently.

For example, Julota, used by RCR, connects co-response teams with mobile integrated health and law enforcement with a specialized focus on mental health, opioid use, 911 high frequency users, and healthcare. For the HOC, Apricot tracks individual service plans for housing, referrals, and case management hours. Police and Fire also track calls in their specialized systems. While there is some overlap, the specialized needs for HART members, combined with the confidentiality limitations like HIPAA, restrict HART members from successfully accessing individual systems or coordinating under one system that meets the comprehensive needs of each program. City staff have explored if one system could meet multiple HART members data tracking needs, and have not identified a system at this time that would improve coordination and data reporting between HART members to avoid duplication.

Kirkland Coordinated Response to Homelessness Team (CRT)

In May 2023, the City Manager launched an interdepartmental coordinated response to homelessness initiative. The initiative helps the City more efficiently and effectively coordinate the growing regional focus on issues of homelessness and housing, the Health Through Housing project coming to Kirkland, and impact of the City's first HOC position. This initiative focuses efforts across the organization to respond to reports of unhoused individuals in Kirkland and to improve the City's homeless outreach and response. As part of the initiative, the City Manager assembled a Coordinated Response Team (CRT). The purpose of the CRT is to understand, coordinate, streamline, and maximize resources to ensure an effective response across 'the system' and engage community members and other stakeholders so they know what the City's response entails and how to activate it.

The CRT's goal is to make substantial progress reducing and preventing homelessness in Kirkland. The CRT has six main objectives:

1. Establish a forum for on-going interdepartmental and community partner collaboration to identify resource gaps, problem-solve, and continue coordinating to make substantial progress reducing and preventing homelessness in Kirkland.
2. Maximize the Council's human services investments to provide effective, coordinated, and compassionate response to unhoused community members in Kirkland.
3. Clearly define and articulate the coordinated response and sustain the response.
4. Clearly and proactively communicate to the Council, City employees, community partners, the public, and other stakeholders how to activate the City's coordinated response and what next steps are included in the response.
5. Ensure 65% of the rooms at King County's Health Through Housing project in Kirkland are leased to individuals referred by the City and its Eastside partners.
6. Develop innovative policy ideas and funding strategies to both prevent and respond to homelessness.

The following sections highlight major accomplishments in the CRT's work between May 2023 and September 2024. These details build on a report provided to Council on April 16, 2024.¹⁰

¹⁰ www.kirklandwa.gov/files/sharedassets/public/v/1/city-council/agenda-documents/2024/april-16-2024/3a_study-session.pdf

Homelessness Assistance and Response Team (HART) Formation

The Homeless Assistance and Response Team (HART) consists of frontline staff from various departments across the City to provide compassionate outreach and assistance to residents experiencing homelessness. The HART team strategy is to transition individuals into stable housing through outreach and case management services provided by HART members and partner agencies. The HART team includes the following positions:

- Homeless Outreach Coordinator (Parks and Community Services Department)
- Neighborhood Resource Officer (Police Department)
- Mobile Integrated Health Unit (Fire Department)
- Crisis Responder Supervisor (Regional Crisis Response Agency)
- Park Ranger (Parks and Community Services Department)
- Streets and Grounds Manager (Public Works Department)
- Planning Supervisor for Code Enforcement (Planning and Building Department)
- Community Court Coordinator (Municipal Court)



Kirkland's HART Team

Staff and Community Education

Staff held a Coordinated Response to Homelessness Symposium in Fall 2023 for City management and frontline staff to learn about the initiative, meet the HART team, and learn when and how to activate the HART team. This event was successful and created interest in additional training for other parts of the organization. Staff then produced three HART Activation orientations, one of which several Councilmembers attended. Additionally, staff presented at a Municipal Court staff meeting, a Kirkland Police Department's (KPD) supervisors meeting, and three KPD patrol shift briefings. Through this work, reference to the "HART team" is now commonly understood among City employees in every department and at all levels of the City.

Homelessness Webpage and FAQs

The landing page on the City's website has information about the City's response and direction for the community on how to notify the City of someone living unhoused who may be in need of help. Community members are encouraged to use the Our Kirkland portal to submit a report using the 'Homelessness Assistance and Response Team' tag. Submissions are then routed to the HART team to triage based on the unique expertise and resources of each HART team member.¹¹

Site Visits to Transitional Housing Programs:

- City of Vancouver's Safe Stay Transitional Housing Programs: A group of Kirkland staff, including the City Manager, visited the City of Vancouver, Washington, in Fall 2023 to learn more about their successful HART team and lessons learned from their multiple

¹¹ See www.kirklandwa.gov/homelessness for more information, including FAQs on the City's response.

'Safe Stay' temporary housing pallet home programs. Since 2021, the City of Vancouver has opened four Safe Stay communities, each outfitted with 20 two-person structures that offer safe shelter for up to 40 residents. A nonprofit operator provides 24/7 onsite management and services.

- Low Income Housing Institute Tiny House Village Tours with Council and Staff: Kirkland staff, including the City Manager, and Councilmembers visited two tiny house village sites in June 2024 to better understand how tiny house programs operate in the King County region. Participants visited one high acuity site serving individuals and couples and one site serving families, individuals, and couples. Another tour is scheduled for September 2024 with City staff.

New and Adapted Services in 2024

The CRT is piloting several new services and adaptations to existing programs in 2024 to fill identified gaps in the current homelessness response system. The gaps and responsive pilot programs are detailed below.

Expanded Homeless Outreach Flexible Funds: A flexible fund was established during the creation of the Homeless Outreach Program in April 2023, recognizing the essential component flex funds could provide the Homeless Outreach Coordinator in building relationships with unhoused residents and providing opportunities for addressing small barriers that can hinder a person's ability to access housing. The flex fund was expanded to include additional HART team members in Fire (Mobile Integrated Health team) and Police (Neighborhood Resource Officer) if criteria is met. A household must be experiencing homelessness and working with HART members on an identifiable goal. Staff must demonstrate pursuit of other resources available and/or leveraging existing resources before activating the fund. Staff are exploring vehicle repair as another eligible use of the fund.

Expanded Severe Weather Voucher Activation Criteria: Staff expanded criteria for considering activation of the severe weather voucher program based on regional criteria used by the King County Regional Homelessness Authority. The severe weather voucher program relies on a partnership between the City and a local hotel to provide time-limited hotel rooms to unhoused residents who don't have access to shelter during inclement cold weather. When the program is activated, hotel vouchers are distributed by the HOC, Police Officers, Firefighters, and Regional Crisis Responders. During Winter 2023-2024, the program provided six hotel vouchers for a total of 29 hotel night stays, allowing eight adults and two children to be brought inside from the cold. Total program costs for Winter 2023-2024 are \$4,486.25.

Hotel Set Aside Pilot Program: This pilot program provides designated hotel rooms for individuals, couples, and/or families who are unhoused and actively working with the HOC on an identifiable housing goal, with a plan to exit the hotel into stable housing. Designated hotel rooms provide a secure location when other temporary shelter options are not available or viable and offering these rooms provide the HOC with reliable access to participants to communicate and work on paperwork for placement into stable housing. In 2024, the City Manager allocated \$35,000 from Police Proposition 1 revenues specifically to this program.

Mail Services Pilot: The mail services pilot ensures that people experiencing homelessness in Kirkland have somewhere to receive mail, including documents required for housing applications, benefit enrollment paperwork, or information from DSHS and Social Security. Having a place to send important documents supports

participants' ability to work toward housing readiness. Participants must be actively working with the City's Homeless Outreach Coordinator (HOC) and not have another option to receive mail. Program participants will sign an acknowledgment form authorizing the HOC to receive mail on their behalf. Mail can include envelopes and packages that support access to basic needs or health-related items.

Sanitation Services Pilot Program: The Homeless Outreach Coordinator conducted a site visit survey in April 2024 to understand the challenges that vehicle residents living on 126th PI encounter in trying to legally dispose of trash or human waste. The survey asked what types of services residents would use if installed. Following this outreach and vehicle resident input, the City identified a temporary solution to address improper disposal of waste. In August 2024, the City installed a portable toilet, hand washing station, and enhanced garbage services, at the Cross Kirkland Corridor (CKC) and 128th Ln. Formal notices were provided to vehicle residents with details about the new service. The installation of these resources is intended for general community use, including both residents living in vehicles or RVs on 126th PI, and users of the Cross Kirkland Corridor. Staff will review how vehicle and RV residents, local businesses, and the general area are impacted by the additional sanitation resources in early 2025.

Shower and Laundry Services: Lake Washington United Methodist Church hosts a Safe Parking Program for women and families in Kirkland. LWUMC recently expanded its on-site facilities through acquisition of a shower and laundry trailer. The City entered into an agreement with LWUMC in August 2024, permitting the Homeless Outreach Coordinator to refer clients to local shower and laundry amenities. The City allocated \$10,000 through the end of 2026 to support access to this hygiene service.

Documenting Practices into Standard Operating Procedures

The CRT is also focused on creating a 'Homelessness Response' chapter in the City's Administrative Policy Manual, to document the City's expectations for addressing issues of homelessness. While much of this work is formalizing current practice into adopted policy, the process of documenting the actions staff take, and the reasons for those actions, often raises several policy questions. The CRT has approached these policies with the perspective of providing clarity and consistency for responding staff and to set the expectation that Kirkland takes a person-centered and compassionate approach to working with unhoused individuals.

Completed Standard Operating Procedures:

- Camp Clean Up: Actions staff take to clean up debris from an abandoned camp.
- Homeless Outreach Coverage & Responding to Reports of Unhoused Individuals: Actions staff take to ensure timely response to reports of unhoused individuals regardless of shifts or time away from the office.
- Expanded Homeless Outreach Program Flexible Funds: Criteria and process for HART to use funds for ad-hoc purchases to support clients.
- Coordinating Property Safekeeping: Criteria and process for temporarily storing property of unhoused individuals.
- Coordinating with WSDOT: Actions staff take to ensure sanitation of property in Kirkland that is owned or operated WSDOT.
- Homeless Outreach Transportation Policy and Procedure: Criteria and process for HOC to transport clients.

Draft Standard Operating Procedures:

- Notice to Vacate: Police actions to request an individual vacate an area.

- Mobile Residency: Actions staff take to support residents residing in vehicles in their stability goals and ensure safety and sanitation.
- Boat Residency: Actions staff take to support residents residing in boats and to enforce requirements that the City's marinas are not a place for safe habitation.
- Coordinating with King County Metro: Actions staff take to ensure sanitation of property in Kirkland owned or operated by King County Metro.

NEXT STEPS

Staff will return to a 2025 Council meeting with a draft Homelessness Continuum of Care Action Plan. In the meantime, should Council have any questions or thoughts for staff, they can be communicated to the City Manager and PCS Management Analyst.

ATTACHMENTS

Attachment 1 – Memo of Findings

Attachment 2 – Homeless Assistance and Response Team Continuum of Care Map

MEMORANDUM OF FINDINGS

EASTSIDE CITIES HOMELESSNESS COORDINATION

Prepared for: Cities of Bellevue, Kirkland and Redmond

Prepared by: Nancy LaCombe

Date: December 19, 2023

Introduction

The purpose of this memorandum is to provide documentation of the coordination of homelessness response between five Eastside cities and between cities and the King County Regional Homelessness Authority (KCRHA). This coordination took place between January 2022 and November 2023. KCRHA was set to approve a 5-Year Plan, Subregional Plans and desired to enter Interlocal Agreements (ILAs) with King County subregions prior to the end of 2022. However, due to the complexities of staffing a young organization and the variety of differences between the 39 local municipalities within King County, the timeline shifted over time. The 5-Year Plan was approved in June 2023, and some initial work began on Subregional Planning in late 2023.

Note that this memorandum references KCRHA's definitions of King County Subregions¹. While the East King subregion encompasses twelve cities² the three cities of Bellevue, Kirkland and Redmond contracted this work. Issaquah and Sammamish also participated in these discussions. In this memorandum "Eastside Cities" is reference to the five cities of Bellevue, Kirkland, Redmond, Issaquah and Sammamish.

There are several attachments to this document to aide in context framing and for future discussions. These attachments include:

- A. Eastside Cities Background
- B. KCRHA Background
- C. Shelter Programs on the Eastside
- D. Decision Making Models
- E. Draft Principles and Outcomes
- F. Draft ILA

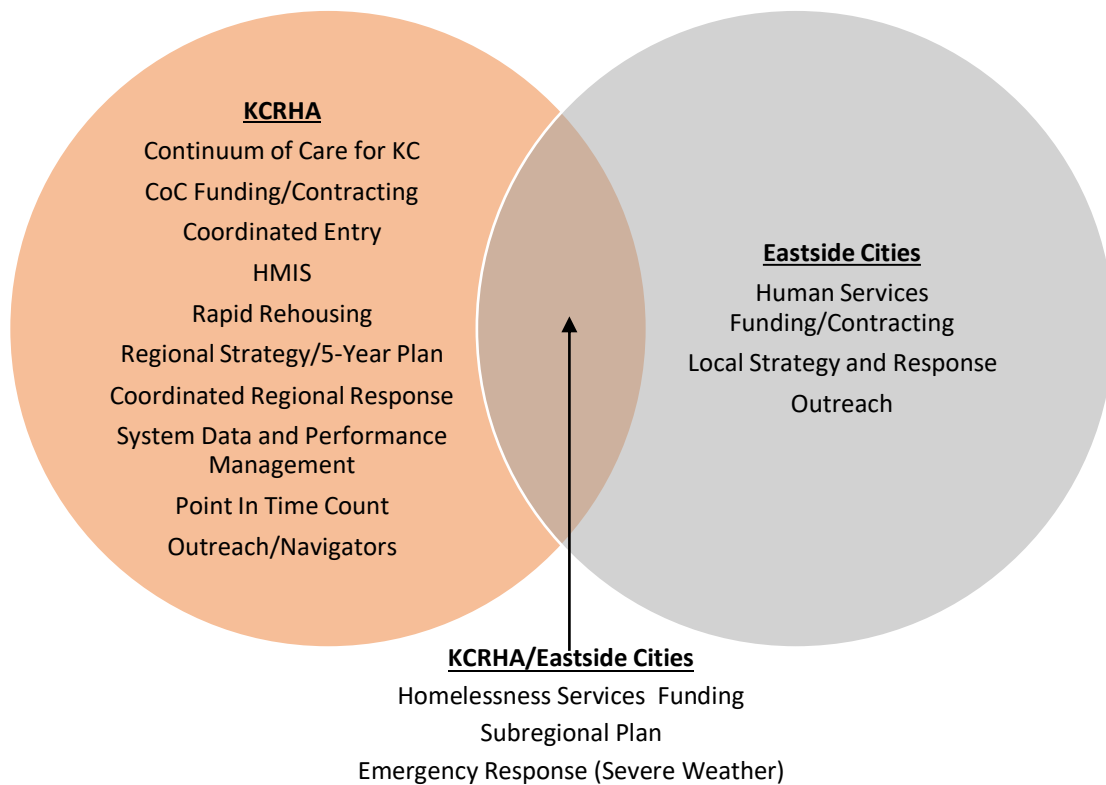
¹ King County Regional Homelessness Authority consider subregional areas to be: Seattle Metro (Seattle, Vashon-Maury Island); North King (Bothell, Cottage Lake, Kenmore, Lake Forest Park, Shoreline and Woodinville); East King (Beaux Arts Village, Bellevue, Clyde Hill, Hunts Point, Issaquah, Kirkland, Medina, Mercer Island, Redmond, Sammamish, Yarrow Point and Bear Creek-unincorporated); South King (Algona, Auburn, Burien, Des Moines, Federal Way, Kent, Newcastle, Normandy Park, Pacific, Renton, Seatac, Tukwila, East Federal Way-unincorporated, and Fairwood-unincorporated); South East King (Black Diamond, Covington, Enumclaw and Maple Valley); Snoqualmie Valley (Carnation, Duvall, Issaquah, North Bend, Snoqualmie, and Fall City-unincorporated); Urban Unincorporated (Skyway, White Center).

² The East King Subregion includes the twelve cities of Beaux Arts Village, Bellevue, Clyde Hill, Hunts Point, Issaquah, Kirkland, Medina, Mercer Island, Newcastle, Redmond, Sammamish and Yarrow Point and KCRHA also includes the unincorporated area of Bear Creek.

Background

Eastside cities have been working together for decades to leverage resources to fund Eastside shelters (see Attachment A for additional Eastside background). The cities of Bellevue, Kirkland and Redmond began meeting in 2018 to discuss potential shelter funding options when the women’s, men’s, youth and family shelters began the steps to move from weather-related, temporary rotating shelters to year-round, 24/7 permanent locations. Service providers on the Eastside rely heavily on city funding, with significant philanthropic and charitable donations. In late 2021 the interjurisdictional team of Bellevue, Issaquah, Kirkland, Redmond and Sammamish started meeting more formally to understand working relationships with each other and KCRHA and what changes the new organization may bring to the approach to regional homelessness (see Attachment B for additional KCRHA background). These work sessions also allowed the opportunity for the Eastside cities to share context, local nuances, and best practices with KCRHA, along with the opportunity for the Eastside cities to advocate together on development of KCRHA’s 5-Year Plan and Subregional Plans.

Figure 1. Understanding how the Eastside cities and KCRHA work overlaps.



The Eastside cities are dedicated to improvements in how the region addresses serving those unstably housed. The formation of KCRHA has allowed for additional opportunities to evaluate resources and systems in place locally and to look towards potential improvements to better serve not only the Eastside but the King County region. One agency focusing on homelessness could provide a deeper lens of fiscal stewardship.

COORDINATION/COLLABORATION WITH KCRHA

Staff from the Eastside cities collaborated with each other and with KCRHA staff to provide KCRHA with information, help KCRHA understand how the Eastside has worked together in their homelessness response and to better understand the scope and reach of all agencies. It should be noted that some of the elements noted below were discussed but require additional information and communication to reach consensus on a path forward. Information sharing and conversations included the following:

- Participation in regular staff coordination meetings between the five cities and KCRHA's Subregional Planning team.
- Information sharing with KCRHA regarding the Eastsides' collaborative efforts to date, along with the nuanced differences between the cities.
- Introductions to providers and tours of existing shelter facilities.
- Eastside city staff provided data and information regarding homeless shelter service providers (see Attachment C) and funding appropriations, including the various sources of funds each city taps into to provide funding to homeless shelters.
- Eastside city staff also provided funding and expenditure information obtained from homeless shelter service providers which indicate that Eastside homeless shelters rely heavily on city funding and private donations, in some cases about a half of a shelter providers program funding is derived from private foundations, fundraising, private and in-kind donations.
- Understanding homelessness programs and funding provided by Eastside cities that potentially fall within KCRHA's purview.
- Eastside city staff worked with KCRHA to review and discuss information collected to identify gaps in services and funding.
- City staff discussed and provided feedback on KCRHA's 5-Year Plan and Subregional Planning efforts.
- Coordination between Eastside cities of communications to respective city leadership and potential council engagement related to KCRHA and homelessness response.
- Worked together with KCRHA as a regional coordinator of emergency response for unhoused community members during severe weather, smoke or other incidents.
- City staff discussed several options for potential oversight body, these discussions did not permeate fully beyond the work group and will need additional discussion, city leadership and city council conversations (see Attachment D for models discussed).
- City staff developed a set of draft principles important to the Eastside as work continues with KCRHA and should conversations continue regarding a potential draft ILA between Eastside cities and KCRHA. These discussions did not permeate fully beyond the work group and will need additional discussion, city leadership and city council conversations (see Attachment E for Draft Principles).
- City staff reviewed the ILA the North King cities signed with KCRHA and discussed what additional elements would need to be included should East King cities determine they will enter an ILA with KRHA. A draft Eastside Subregion ILA, based on the North King ILA, was prepared. *This draft was created for discussion purposes and has not been vetted with city legal experts, nor has it been reviewed or discussed with city leadership and city councils (see Attachment F for Draft ILA).*

Complexities and Opportunities

The past two years have offered a glimpse into the complexities and opportunities facing not only the Eastside subregion, but the whole King County region, in addressing homelessness locally and regionally. Eastside city staff discussed the following existing complexities and potential opportunities (presented in no particular order):

Existing Complexities

- Different sized cities and budgets. City populations range from about 40,000 to 150,000, and biennial budgets vary from \$309 million to \$2.2 billion.
- There are more human service needs than can be addressed with individual or collective human services grant funding, leaving human service commissions and city councils with hard choices over available funds.
- Beyond human services grants, homeless services are funded from multiple funding sources (CDBG, MFTE, Prop 1, ARPA, Housing Stability)
- Funding decisions are made by Human Services Commissions. Homeless shelter grant appropriations, as a percentage of human service funding, vary by city, there is no set percentage of human services funding allocation to shelters or how much each program is awarded across all cities.
- Bellevue provides additional homeless services funding through their Housing Stability Funds (HB 1590).
- Only a portion of homelessness services funding provided by Eastside cities falls within KCRHA's purview (cities provide funding for mental health, homeless childcare, housing education and navigation).
- There is currently no formal local coordination across all jurisdictions. City staff do stay connected via a variety of meetings, but their coordination is ad-hoc, with no formal reporting or formal city leadership engagement. No lead person, agency or body provides coordination or accountability.
- There is no clear communication mechanism across the Eastside as a whole, no formal reporting, city leadership engagement, or formal ability to make recommendations to Sound Cities Association (SCA) representation on KCHRA boards and committees
- There has been a lack of community trust in KCRHA's ability to perform, making it challenging to discuss entering an ILA and turning city funds over to KCRHA to manage when the system the Eastside cities have in place, while not perfect, provides clear Eastside oversight.

Potential Opportunities

- Eastside cities can participate in a regional solution to regional issues.
- Improved coordination of services across the county and locally. A unified approach across the Eastside cities could provide significant benefit to those experiencing homelessness, homeless service providers, the community, city councils, the business and philanthropic community as well as to city staff.
- Simplified and efficient process of contracting, in line with city's budget RFP timelines, easing providers burden and workload in securing funding, and city workload in contract management.
- Consistent contracting and performance metrics across King County and tracking of service provide performance.

- Ability to coordinate, collaborate and identify best practices between outreach personnel across the county.
- The ability to monitor “infrastructure,” region wide policies/procedures, procurement process, etc. once they are in place and running smoothly.
- With service providers being responsible for providing updated budgets and expenditures to one agency, there is potential for a more collaborative approach to understanding a clear picture of the regional funding gaps and collectively working to fill those gaps.
- Develop a better understanding of the cost of services by demographic serviced and type of services.
- Telling regional story with consistent data, more cohesive public outreach and engagement.

Next Steps

Eastside city staff identified the following elements to be addressed across all five cities in the timelines noted below.

Immediate near future (within 6 months, by June 2024):

- Engage with business partner advocates to follow-up on meeting held pre-covid and provide and update regarding coordination with KCRHA.
- Gain alignment on next steps
- Discuss Eastside data collection/sharing opportunities. With the Eastside cities now all employing outreach personnel, coordination between cities should be more readily able to facilitate data sharing and a by-name list of those experiencing homelessness. Kirkland and Redmond have begun development of a joint database that should be implemented with all Eastside city’s participation.
- Establish cadence of structured coordination meetings among cities and with KCRHA.
- Engage with respective city leadership to clarify how city leadership and elected officials wish to proceed regarding the relationship between cities, with SCA representatives, and with KCRHA.
- Determine council engagement timeline and content.
- Determine feasibility of a dollar and/or percentage set-aside for 2025-2026 Human Services investments.
- Evaluate the impact of one-time homeless services funding dissolving.
- Work with KCRHA to inform the Easts King Subregional Plan.

Mid-Term (1 year after immediate, June 2024 – June 2025):

- Work to further improve group connections and solidify partnerships between cities.
- Monitor KCRHA progress on varied elements (subregional planning, system re-bid, funding allocations/payments, etc.).
- Clarify city staff relationship with business community in addressing potential funding gaps.
- Discuss timing of any potential ILA, between cities and KCRHA (pending discussions with city leadership and elected officials), including potential multi-step opportunities.
- Bring city leadership (CM/Mayors) together for continued discussion of coordinated homelessness response and work with KCRHA.
- With Bellevue indicating they no longer wish to manage pooled contracts, discuss next steps and how this relates to KCRHA and/or a potential ILA.

- Discuss overall system monitoring and reporting, provider budgets post-grant allocations to better identify funding gaps (since cities do not fully fund grant application requests).
- Facilitate equitable funding and what this may mean for cities and for Eastside providers, including linking potential private funders to support equitable grant funding.
- Monitor other subregions for ILA progress

Long-Term (beyond June 2025):

- Develop ILA, including potential multi-step opportunities, in partnership with city leadership and legal representatives, negotiate with KCRHA
- Expand provider capacity on the Eastside.

Additional elements that still need more discussion, consensus and determination on timing:

- Utilization of regular coordination meetings:
 - Between cities to keep lines of communication open; discuss needs, opportunities and lessons learned; and share a local voice regarding additional philanthropic opportunities.
 - With KCHRA to keep lines of communication open; ensure the Eastside's interests are incorporated into a regional solution; advocate for Eastside providers and needs; provide feedback on work KCRHA is performing; and discuss needs, opportunities and lessons learned.
 - With service providers to discuss needs, performance, trends and share lessons learned.
- Continue discussions with KCRHA regarding lifting Eastside lived experience voices, offering connections, creative engagement ideas and meeting Eastside individuals experiencing homelessness where they are.
- Additional discussion between cities, with their elected officials, with KCRHA and SCA to better understand communication structures and potential outcomes desired by all parties, and which avenue best addresses the needs of all parties.
- Understanding that only five of the twelve Eastside cities have been involved in this conversation to date, discuss how involvement from other seven cities may change any work to date, if at all.

Eastside Background: Homelessness Crisis Response and Coordination

Eastside cities have been coordinating a subregional response to a broad spectrum of human service needs since 1986. Eastside Human Services funding supports a full continuum of human service needs based on community needs assessments and strategic plans. However, limited individual city resources have required Eastside cities to manage a homelessness response across jurisdictional boundaries, leveraging subregional resources, coordinating efforts, and collectively advocating for Eastside shelter programs. Within the last 15 years Eastside cities have been aligned in funding homelessness crisis response, prevention and supportive services to make homelessness rare, brief and one time, providing shelter across demographics, and collaborated to increase capacity and resources for individuals experiencing homelessness. This has resulted in a significant expansion of homeless shelters, day centers and outreach services on the Eastside. Leveraging resources and working in partnership with Federal, State, County and private funders, faith communities and service providers the Eastside works to ensure individuals experiencing homelessness have a safe place to live and a path toward housing stability. Human services funding across all Eastside agencies includes best practices in funding services that extend beyond just specific episodes of homelessness and aim to help resolve crises, provide access to on-going support and basic safety net services.

- 1986: Bellevue and Kirkland first provided human services funding
- 2005: Seattle launches 10-year Plan to End Homelessness
- 2007: Bellevue man experiencing homelessness found deceased due to exposure
- 2008: Temporary emergency winter shelters (below 32°) provided for men, women, families and youth in a variety of faith-based communities, community centers and private properties
- 2009: Redmond adopted human services strategy
- 2009: EHAC begins meeting monthly
- 2012: ARCH member cities begin pursuing a strategy to site permanent shelters
- 2012: Redmond shelter for young adults (18-24)
- 2014: ARCH member cities mayors, city managers, city leadership agree to support providing permanent and dedicated emergency shelters (Bellevue-men's shelter, Kirkland-women's shelter, Redmond-young adult shelter)
- 2015: King County and Seattle declare homeless State of Emergency
- 2015: Bellevue provides city facility for men's temporary winter shelter
- 2017: Redmond adds Homelessness Outreach Specialist
- 2018: Kirkland purchases site for a permanent year-round, 24/7 shelter for women and families
- 2018: Interjurisdictional team focused on closing enhanced shelter funding gap
- 2019: Bellevue adds Homelessness Outreach Specialist
- 2019: Bellevue city-owned facility renovated to allow 24/7 year-round shelter for men
- 2019: King County Regional Homelessness Authority established
- 2020: Issaquah adds Homeless Outreach and Case Management contract services
- 2021: Issaquah creates Homeless Outreach Program to help inform the need in the community
- 2021: Kirkland adds contracted Homelessness Outreach Specialist
- 2022: Issaquah proposes an Emergency Housing Pilot project (anticipated to begin in 2023) as a direct response to the needs identified by the Homeless Outreach program

KCRHA Background

- In December 2019 the King County Regional Homelessness Authority (KCRHA) was established through an interlocal agreement (ILA) between King County and the City of Seattle, with the mission of significantly reducing homelessness and to create a unified homeless response system by consolidating policy making and funding, coordinated service delivery and adopting common performance measures across King County.
- The ILA between Seattle and King County specifies that within the first 18 months of operations, the Authority shall develop a Five-Year Plan, which includes subregional planning activities. While the timeline has shifted the 5-year plan was adopted in June 2023.
- King County and the City of Seattle funnel their existing homelessness funding through KCRHA, which includes significant federal resources under the US Department of Housing and Urban Development (HUD) Continuum of Care Program budgets.
- East King County receives HUD funding, now to be administered through KCRHA. The 5-year Plan will direct funding priorities for a system rebid, which is expected to occur something in 2024.
- Some King County funds historically have, and currently do, flow to shelter providers in the east, north and south subregions in addition to the bulk of funds being allocated to shelters in Seattle. These funds attribute to a small, but important portion of East King County's homeless services program budgets (over the past several years this has ranged between about \$2.0-\$2.8 million).
- KCRHA's focus is on specific aspects of homelessness, describing its role as the "emergency room" in a hospital. The following graphic represents what elements remain with King County and the City of Seattle and what elements fall within KCRHA's charge:

		 City of Seattle	 King County	 RHA King County Regional Homelessness Authority
INFRASTRUCTURE	Housing Capital and Development	✓	✓	✗
	CoC Funded Programs	✗	✗	✓
	Shelter			✓
PROGRAMS	Diversion	✗	✗	✓
	Rapid Re-Housing	✗	✗	✓
	Coordinated Entry	✗	✗	✓
	HMIS	✗	✗	✓
OTHER SERVICES	Outreach	✓	✗	✓
	Encampment Cleans	✓	✓	✗
	Behavioral Health and Crisis Response	✓	✓	✗

- Per the ILA between Seattle and King County KCRHA is responsible for contracting related to the above services and has assumed responsibility for all existing County contracts.
- Service providers across the county, including those on the Eastside, signed new funding agreements with KCRHA. These agreements have maintained the previous contract and funding levels for much longer than anticipated.

- KCRHA's plans to rebid all contracts have been pushed out numerous times. It is anticipated the system rebid will occur sometime in 2024. Eastside service providers continue to work with KCHRA and cities to secure funding shortfalls arising from increases in funding needs due to extending 2019 funding levels through 2023.
- Although other cities are not parties to the ILA between Seattle and King County, and are therefore not direct funders of KCRHA, City residents financially contribute to the KCRHA through King County taxes. As of this memorandum, King County provides about 10 percent of KCRHA's locally based funding (excluding direct state, federal, and private funding [KCRHA - Financials](#)). Much of that money is from county taxes and fees paid by all residents of King County.
- To establish formal collaboration, decision-making and funding across the county, KCRHA's 5-year plan identifies the goal of additional ILAs with each subregion (rather than individual ILA's with all 39 cities in King County). North King signed an agreement with KCRHA in late 2022.

SHELTER PROGRAMS ON THE EASTSIDE

No one Eastside city has the resources to provide sheltering options across all demographics of those experiencing homelessness. For this reason, Eastside cities have worked together to leverage both financial and infrastructure resources. While the Eastside cities have been coordinating local services across jurisdictional boundaries, there are still limited services (such as behavioral health services), fewer providers in this subsector, and shelters are typically at capacity. As of 2023, the Eastside has a total of 357 emergency shelter units, of which 118 units are for families with children under 18. By comparison, Seattle has approximately 2,240 emergency shelter units.

Eastside cities contribute a significant amount of funding toward addressing homelessness, collectively about \$14 million. In 2023 Eastside cities provided a total of about \$3.1 million in Human Services grants, through their coordinated 2-year human services grant cycle. There is a joint application and reporting platform utilized across jurisdictions. While Eastside cities have had long-term partnerships with some providers (Catholic Community Services, Friend of Youth, Porchlight – formerly Congregations for the Homeless, and The Sophia Way) the following table represents the programs providing homeless shelter and transitional housing across a variety of demographics and locations that received 2023-2024 grant allocations.

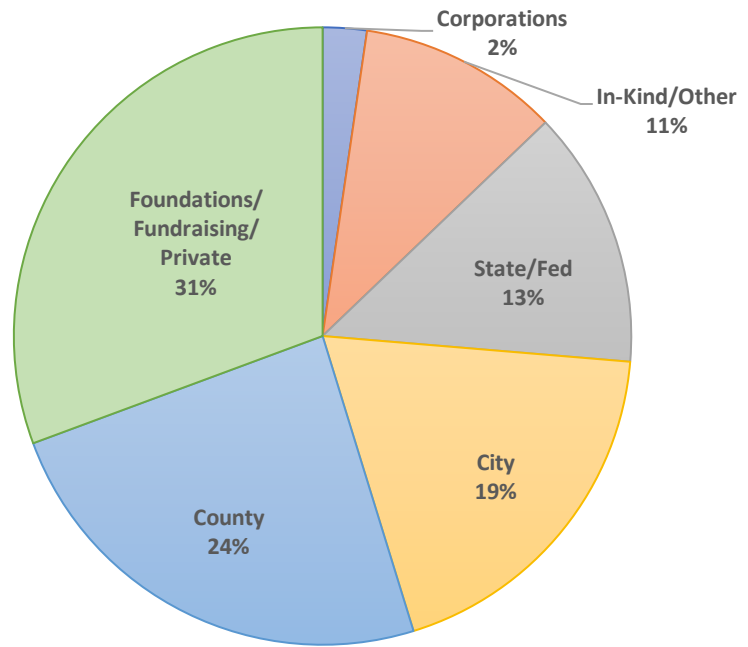
Program	Demographic Served	Location
Acres of Diamonds	Single Mothers	Duvall
Catholic Community Services New Bethlehem	Families	Kirkland
Porchlight (formerly Congregations for the Homeless) Enhanced Shelter	Single Adult Men	Bellevue
Porchlight (formerly CFH) Rotating Shelter	Single Adult Men	Bellevue
Friends of Youth - The Landing	Young Adults	Redmond
Friends of Youth - Youth Haven	Youth/Young Adults	Redmond
Friend of Youth - Transitional Living	Young Adults	Various
Hopelink Housing	Families	Various
Lifewire HSH Apartments	Domestic Violence Survivors	Various
Muslim Assoc of Puget Sound/Muslim Community Resource Center (MAPS/MCRC)	Single Adult Women	Redmond
Mary's Place	Women and Families	Bellevue
Reclaim (formerly Snoqualmie Valley Shelter Services)	Single Adult Men, Single Adult Women, Families	Snoqualmie, Issaquah
Sophia's Way - Helen's Place	Single Adult Women	Kirkland
Sophia's Way - Sophia's Place	Single Adult Women	Bellevue

It needs to be noted that the programs above constitute shelters and transitional housing on the Eastside. In many instances additional Human Services grant allocations, general fund or other appropriations are made to these, and other providers for behavior health, navigation and other support services. In addition, Bellevue awards funding through their Housing Stability Funds (HB 1590 revenue).

Historically, Eastside homeless shelter service providers that are allocated Humans Service Grant allocations receive about half of their funding from private donations (foundations, fundraising and private funds) and in-kind donations/services, and about half from government (city, state, federal). The past 5 years breaks down to:

- About 2-6% Corporations
- About 8-11% In-kind and other contributions
- About State 11-13%
- About 14-24% County
- About 18-20% Cities
- About 32-40% Private

2023 Eastside Shelter
Funding Snapshot



Decision-Making and/or Advisory Board

Based on the amount of potential funding that could be managed by KRHA it may not necessarily be required to form a new decision-making body. However, there are several opportunities that could be addressed should Eastside cities and KCRHA formalize their relationship and commitments beyond maintaining relationships and discussions. This would include formal meeting structure and cadence, consistent attendees, Eastside role in KCRHA decisions and strategies, coordinated community engagement, formal feedback between Eastside cities, their elected bodies, providers and KCRHA.

It may be beneficial for KCRHA to manage the meeting process and coordinate across the Eastside cities. There is also potential to formalize the communication structure between Eastside cities and the Sound Cities Association (SCA) representatives on KCRHA Implementation Board and Governing Committee. This could provide continuity across subregions and reduce time commitments required from city staff.

While the existing Eastside Homeless Advisory Committee (EHAC) meets monthly it is not a formal decision-making body (lacking authority, published agendas, meeting minutes, consistent attendance, reporting to elected bodies, etc.). Not all jurisdictions and providers participate on a regular basis. It should be noted that there are currently fourteen programs (across ten organizations) funded through Eastside Human Services grants providing homeless shelter and transitional housing. It also needs to be noted that while five Eastside cities have been involved in these discussions, twelve cities make up the East King Subregion.

The following provides a few examples of decision-making and advisory bodies discussed between the cities. Additional discussion between cities, with their elected officials, with KCRHA and SCA is required to better understand the communication structure and potential outcomes desired by all parties and which avenue best addresses the needs of all parties.



More complex models were evaluated that included the following:



Subregional Principles and Outcomes

City staff developed principles specific to the Eastside they felt would be desirable in continued work with KCRHA. These principles and the work with KCRHA may or may not translate into an ILA as city councils' engagement is still necessary to understand the full depth of community concerns.

- *Acknowledgement that:*
 - Eastside cities and human services commissions have been working together for considerable time to ensure all populations of those experiencing homelessness are addressed on the Eastside and have historically provided significant resources toward homelessness and prevention of homelessness.
 - While Eastside cities have been collaborating across jurisdictional boundaries, each city has specific and unique needs.
 - Local homeless service levels need to be maintained and preferably enhanced across all demographics of those experiencing homelessness on the Eastside.
 - Should Eastside cities determine they will contribute funding for management by KCHRA, any local funding is to be returned directly to local service providers, ensuring Eastside services and populations continue to be served.
 - KCRHA will work with city staff regarding information, performance metrics, best practices, outcomes and data most useful to Eastside in addition to regional data.
- *Key factors for Eastside cities in establishing a more coordinated subregional approach and the annual KCRHA allocation to the subregion:*
 - Ability to continue working together across Eastside agencies, in a more formal manner
 - Coordinate council involvement – updates, opportunities to provide input
 - Coordinate with Sound Cities Association and KCRHA Governing Board representatives to elevate concerns
- *Important principles and outcomes Eastside cities wish to see from KCHRA as they allocate King County funding to shelters and other service providers across the county and on the Eastside*
 - Reduce unsheltered homelessness
 - Fund Eastside shelters at least at same proportionate level as others across the County
 - Provide real time availability of bed capacity for all shelters
 - Increase the percentage of the homeless population served by shelters and supportive housing, thereby decreasing percentage of unsheltered individuals on the Eastside
 - Create efficiencies and reduce redundancies for service providers
 - Enhance or at least maintain existing service levels on Eastside
 - Reduce the gap in Eastside shelter funding by helping to identify and leverage other funding sources (e.g., corporations) to close these gaps
 - Increase coordination across the region to address emerging needs and emergency funding gaps
 - Advocate for Eastside priorities, have representation on Request for Proposal (RFP) funding review panels that select service providers

- *Data that is important to Eastside cities and providers*
 - Provide accessible, timely information on regional and local homelessness statistics (numbers, sheltered, unsheltered, demographics, exits to housing, trends, etc.)
 - Provide information regarding regional approach; contractual agreements executed with whom, what populations served and where they are served; best practices; and potential policy and/or procedural changes
 - Identify gaps in service by users of system (i.e., those with lived experience and service providers)
 - Solicit on-going feedback from those with lived experience, ensuring that those with lived experience on the Eastside are included
 - Focus on outcomes, not just numbers (additional information in performance metrics below)

- *Performance metrics KCRHA should track county-wide and for each subregion*
 - Continued funding of Eastside services/populations
 - Pertaining to the homelessness statistics above show the trend in number of individuals needing service versus receiving services. Building off this, include number of beds, case management services, available services to participants, population served, etc.
 - Number of exits versus entries
 - Other types of services requested/needed
 - Opportunities to co-develop and/or inform the new performance metrics for contracted agencies
 - Opportunity to inform the Point-in-Time County or other “count” methodology, to improve localized data
 - In addition to number sheltered and number of days sheltered, what was the result? Housed? What services were received? Were goals set and reached (education, career, treatment, conditional housing)?

- *Additional Outcomes Eastside Cities Identified*
 - Simplify process to get into shelters, coordinate space between shelters
 - Improved operational efficiency, effectiveness and services to clients
 - Additional funds available to fully fund existing Eastside shelters
 - Guidance on best practices - cost of shelter, outreach, services implementing equality and anti-racism in services
 - Provide a holistic approach to homelessness
 - Development of community education tools - become a trusted source of information
 - Build pathways of engagement for those with lived experience and sustain efforts to keep engagement (e.g., stipends, transportation support, equipment to attend virtual meetings)
 - Standardize but look at specific needs of cities
 - Eastside input regarding PIT methodology and/or process for “counting” the need in EKC

DRAFT

NOTE:

1. This draft document was prepared from the existing ILA between KCRHA and the North King Subregion, with some additional Eastside focused additions.
2. This document was prepared to facilitate conversations between cities to more fully understand the context of previous agreements between other cities and KCRHA.
3. This document has not been vetted beyond city staff, nor has it been reviewed by respective city leadership, Eastside city legal counsel, or elected officials.
4. The items **highlighted** require additional information or verification.

AGREEMENT FOR HOMELESS SERVICES

THIS AGREEMENT FOR HOMELESS SERVICES (this “Agreement”) is effective as of **{insert date}** (the “Effective Date”) and is among the Cities of **{_____}** and **{_____}**, Washington, each a municipal corporation (each, a “Partner City” and together “Partner Cities”), and the KING COUNTY REGIONAL HOMELESSNESS AUTHORITY (the “Authority”), an independent governmental administrative agency formed pursuant to RCW 39.34.030(3). The Partner Cities and the Authority are referred to herein individually as a “Party” and collectively, the “Parties.”

RECITALS

WHEREAS, the Authority was formed pursuant to the Interlocal Agreement for the Establishment of the King County Regional Homelessness Authority (the “Authority Interlocal Agreement”) by The City of Seattle and King County as an independent governmental agency pursuant to chapter 39.34 RCW in order to coordinate the provision of services within an equitable operational framework to individuals and families experiencing homelessness or at imminent risk of experiencing homelessness in King County; and

WHEREAS, homelessness is a regional crisis requiring local governments, nonprofits, partners and stakeholders to work together through cooperative action; and

WHEREAS, pursuant to the Interlocal Agreement, the Authority may enter into contracts with one or more Subscribing Agencies (as defined in the Interlocal Agreement) for the provision of Homeless Services (as defined in the Interlocal Agreement) subject to the conditions set forth therein; and

WHEREAS, the Partner Cities have been coordinating a subregional response to a broad spectrum of human service needs since 1986, and within the last 15 years have collaborated to increase capacity and resources for individuals experiencing homelessness; and

WHEREAS, the Partner Cities have leveraged their resources for subregional solutions to work in partnership with King County, service providers and the faith communities to assist in preventing loss of

housing if possible, and should individuals become unhoused, ensure services are available and the occurrence is brief; and

WHEREAS, only a portion of Partner Cities funding allocations toward homeless services can be transferred to the Authority for distribution; and

WHEREAS, the Parties now desire to coordinate efforts to address homelessness in the east King County subregion where the Partner Cities are located pursuant to the terms of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement, a copy of which is attached hereto as **Exhibit C**:

"Agreement" means this Agreement between the Partner Cities and the Authority for Homeless Services to be provided by the Authority, as it may be amended from time to time.

"Authority" means the King County Regional Homelessness Authority formed by The City of Seattle and King County as a separate governmental administrative agency pursuant to the Interlocal Agreement and RCW 39.34.030(3).

"Customers" means individuals and families experiencing homelessness or who are at imminent risk of experiencing homelessness.

"Effective Date" means the date this Agreement becomes effective between the Parties, which is identified above.

"Homeless Services" or "Services" means shelters, day centers, hygiene facilities, housing, and related services to assist Customers to be provided by the Authority under the terms of this Agreement, as set forth in Exhibit A.

"Initial Term" means the initial four-year term of this Agreement, as identified in Article II, Section 2.

"Interlocal Agreement" means the agreement between The City of Seattle and King County establishing the King County Regional Homelessness Authority, dated December 16, 2019, as it may be amended from time to time, and incorporated herein as Exhibit C.

“East King County Subregion” consists of the jurisdictional boundaries of the cities of Beaux Arts Village, Bellevue, Clyde Hill, Hunts Point, Issaquah, Kirkland, Medina, Mercer Island, Newcastle, Redmond, Sammamish and Yarrow Point.

“Partner Cities” consist of the jurisdictional boundaries of Bellevue, Issaquah, Kirkland, Redmond and Sammamish. Other East King Cities may be added to this Agreement.

“RCW” means the Revised Code of Washington.

“Resources” means those funds, in kind services or other considerations provided by an entity, including a Partner City, to support the operation of the Authority or the provision of Homeless Services. The Resources to be provided by each Partner City under the term of this Agreement as consideration for the Services to be delivered hereunder are included in **Exhibit B**.

“State” means the State of Washington.

ARTICLE II PURPOSE; TERM

Section 1. Purpose. The purpose of this Agreement is to set forth the terms related to the Services to be provided by the Authority to customers in the jurisdictional boundaries of the Partner Cities, and the terms and conditions of each Partner City’s funding and/or other Resources in exchange for such Services.

Section 2. Term. This Agreement shall begin on the Effective Date and end four years from the Effective Date () (the “Initial Term”), unless terminated earlier or extended as provided herein. After the Initial Term, this Agreement shall automatically renew each December 31 for one-year extensions, unless terminated earlier or extended as provided herein.

ARTICLE III AUTHORITY RESPONSIBILITIES

Section 1. Authority’s Responsibilities. Subject to the terms of this Agreement, the Authority hereby agrees to operate a unified, regional homelessness response system and to provide Services to, or on behalf of, the Partner Cities in support of its mission to significantly decrease homelessness throughout King County pursuant to the Interlocal Agreement. The Services to be provided by the Authority to, or on behalf of, the Partner Cities to customers under the term of this Agreement are more fully described in **Exhibit A** (the “Services”) and may be modified by the Parties hereto from time to time to reflect then-current levels of Resources.

Section 2. Notice Affecting Performance. The Authority shall promptly notify the Partner Cities in writing of any matters that could adversely affect the Authority’s ability or eligibility to continue to perform services under this Agreement.

**ARTICLE IV
PARTNER CITY RESPONSIBILITIES**

Section 1. Consideration and Resources. In consideration of the Authority’s commitment to provide Services under this Agreement, each Partner City agrees to provide the Resources to the Authority. Such Resources shall be as set forth in **Exhibit B** attached hereto. Exhibit B may be updated from time to time to reflect updated Resources to be provided under this Agreement.

Section 2. Requirements Applicable to Funds. The Resources granted to the Authority under this Agreement may consist of a combination of Partner City, State, local and/or federal funding, and the Authority agrees to comply with the requirements applicable to each source of funds.

Section 3. Eastside Coordination. Each Partner City agrees to meet monthly to facilitate coordination across the East King region.

**ARTICLE V
DOCUMENTATION OF COSTS; RECORDS; REPORTING**

Section 1. Documentation of Costs. The Authority shall document all costs incurred in providing Services under this Agreement with properly executed payrolls, time records, invoices, vouchers, records of service delivery, or other official documentation evidencing in sufficient detail the nature and reasonableness of such costs. All payroll and financial records pertaining to any third-party contracts funded by a Partner City shall be clearly identified and readily accessible for review by the Partner City.

Section 2. Maintenance of Records. The Authority shall maintain accounts and records, including personnel, property, financial, and programmatic records, records of the Services provided under this Agreement, and other such records deemed necessary by the Partner Cities to ensure proper accounting for all Partner City funds, to ensure and compliance with this Agreement. Such records shall be retained as required by the Preservation and Destruction of Public Records Act, chapter 40.14 RCW, for a period of at least six years from the expiration of the Term of this Agreement; provided, however, that for any records and documents that are the subject of audit findings, those records shall be maintained for either (a) six years following expiration of this Agreement or (b) until the audit findings are resolved, whichever is longer.

Section 3. Reporting. During the term of this Agreement, the Authority shall provide an **annual/quarterly(?)** report to each Partner City (which shall include a presentation to the Partner City’s city council and, upon request, a written report from the Authority). Such report shall include information and data specific to the East King County Subregion from **Homeless Management Information System (“HMIS”)**, east King County planning activities of the Authority and partner agencies, and progress on funding administration and outcomes. Reporting should include, but not be limited to:

- Local and regional statistics, such as numbers, sheltered, unsheltered, demographics, exits to housing, number of exists versus entries
- Trend in number of individuals needing services versus receiving services
- Number of beds, case management services, available services to participants, population served, etc.
- Information regarding regional contractual agreements executed with whom, populations served and where they are served

Additional reporting and city council briefings will be available by request.

ARTICLE VI COMPLIANCE WITH LAW

Section 1. General Requirement. The Parties hereto shall comply with all applicable laws of the United States, the State, and the Partner Cities; and the Interlocal Agreement, when carrying out the terms of this Agreement.

Section 2. Inventory and Property. Any property, equipment and furnishings for the operations of the Authority shall be acquired by the Authority as provided by law, including any applicable federal laws. If a Partner City furnishes property, equipment or furnishings for the Authority's use, title to the same shall remain with the Partner City unless that property, equipment or furnishings is acquired by the Authority.

ARTICLE VII INDEMNIFICATION AND INSURANCE

Section 1. Indemnification. To the maximum extent permitted by law, each Party shall hold harmless, defend, and indemnify the other Parties, their elected officials, officers, employees, agents, and volunteers from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) that result from or arise out of the negligent or intentional acts or omissions of such indemnifying Party, its elected officials, officers, employees, agents, contractors and volunteers in connection with or incidental to the performance or non-performance of such Party's services, duties, and obligations under this Agreement. In the event that the negligent or intentional acts or omissions of the officials, officers, agents, employees, and/or volunteers of two or more Parties in connection with or incidental to the performance or non-performance of the such Party's respective services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, each such Party shall be liable for its proportionate concurrent actions or omissions in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees. Nothing contained in this Agreement shall be construed to create a right in any third party to indemnification or defense. Each Party waives, as to each other only, their immunity from suit under Washington's Industrial Insurance Act, Title 51 RCW, solely to the extent necessary to provide each

other with a full and complete indemnity from any claims made by the other Party's employees. This waiver of immunity was mutually negotiated by the Parties hereto.

Section 2. Mandatory Disclaimer. The Authority is an independent governmental agency created pursuant to an Interlocal Agreement between King County and the City of Seattle pursuant to RCW 39.34.030. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and properties of the Authority and no creditor or other person shall have any right of action against King County, the City of Seattle, or any other public or private entity or agency on account of any debts, obligations, or liabilities of the Authority unless explicitly agreed to in writing by such entity or agency.

Section 3. Insurance. The Authority and each Partner City shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance. Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension or material change in coverage.

ARTICLE VIII WITHDRAWAL AND TERMINATION

Section 1. Withdrawal. Any Partner City may withdraw from this Agreement by giving written notice of its intention to withdraw by _____ to the Authority and the other Parties. The effective date of any withdrawal shall be no earlier than **December 31, 20XX**. Thereafter, any Partner City may withdraw from this Agreement by giving written notice of its intention to withdraw by September 30 in any year to the Authority and the other Parties. The effective date of any such withdrawal shall be no earlier than December 31 in the same calendar year.

Section 2. Suspension, Modification and Termination. This Agreement may be terminated in accordance with this Section.

a. **Loss of Funding.** In the event any federal, State or local funds allocated to or by a Partner City for Services contracted for under this Agreement are or become unavailable, the Partner City will suspend without recourse the Authority's obligation to render the related Services under this Agreement and the Partner City's obligation to pay for such Services, by providing 90 days prior written notice to the Authority as provided herein, specifying the effective period of such suspension, or by modifying the applicable Exhibits to this Agreement to reflect such loss of funding and corresponding modification to Services to be provided.

b. **Termination of Interlocal Agreement.** In the event The City of Seattle and King County elect to terminate the Interlocal Agreement, this Agreement shall terminate as of the date of termination of the Interlocal Agreement. Upon notification of intent to terminate, the Authority will notify the Parties of termination of this agreement within 10 days.

Section 2. Effect of Termination, Expiration or Withdrawal.

a. Return of Unused Funds. Upon termination or expiration of this Agreement, the Parties shall coordinate the return of any disbursed and unused funds back to each Partner City. Upon withdrawal of a Partner City to this Agreement, the Parties shall coordinate the return of any disbursed and unused funds back to such Partner City. Costs incurred by the Authority for provision of Services prior to the date of termination, expiration or withdrawal shall be considered used funds for purposes of this subsection.

b. Coordination of Contracts. Upon termination, expiration or withdrawal of this Agreement, all existing contracts funded with Partner City funds pursuant to this Agreement shall be either assigned to the Partner City or terminated, to be determined by the applicable Partner City in its sole discretion. The Authority shall include in all contracts for Homeless Services under this Agreement terms that are in accord with this section, including but not limited to the ability to assign such contracts to the Partner City. No more than 60 days after notice of termination of the Interlocal Agreement between The City of Seattle and King County, the Authority shall provide each Partner City with a current list of contracts funded by the Partner City, together with the total contract value, the contract term, the source of funding for each such contract, and any additional information requested by the Partner City. The Parties shall work together and, to the extent necessary, in consultation with King County to coordinate the assignment and termination of all such contracts on or prior to termination of this Agreement.

c. Notification to Contract Holders. Upon notice of termination, expiration or withdrawal, the Authority shall promptly notify the Contract Holders of such termination, expiration or withdrawal, and of the intended assignment of the Contract Holder’s contract to the Partner City or intended contract termination date.

**ARTICLE IX
MISCELLANEOUS**

Section 1. Notice to the Parties. Any formal notice or communication required to be given under this Agreement shall be deemed properly given if delivered either by physical or electronic means (to email addresses designated by the Parties from time to time), or if mailed postage prepaid and addressed to:

If to [_____]:
[Notice Address]

If to [_____]:
[Notice Address]

If to the Authority:

King County Regional Homelessness Authority
Attn: Helen Howell
400 Yesler Way, Ste. 600
Seattle, Washington 98004
Email: hellen.howell@kcrha.org

Each Party may update its notice information by providing written notice to the other Party.

Section 2. Representatives. The individuals listed above are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Parties.

Section 3. Amendments to Agreement. No additions to or alterations of the terms of this Agreement shall be valid unless made in writing and executed by duly authorized agents of each Party. The Parties acknowledge that amendments to this Agreement may be necessary to ensure the provision of services by the Authority aligns with the principles set forth in the Interlocal Agreement.

Section 4. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State. Venue for any action brought under this Agreement shall be in the Superior Court for King County.

Section 5. Contractual Relationship. The relationship of the Authority to the Partner Cities shall be that of an independent contractor, and the Authority agrees that no employee of the Authority shall be deemed or claimed to be an employee of the Partner Cities for any purpose. This Agreement does not authorize the Authority to act as agent or legal representative of any Partner City for any purpose whatsoever. The Authority is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of a Partner City or to bind a Partner City in any manner whatsoever. This Agreement is to facilitate the provision of Services. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.

Section 6. Integration. This Agreement, together with all Exhibits hereto, contains all of the terms and conditions agreed upon by the Parties relating to the subject matter of this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

Section 7. Severability. In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

Section 8. No Third-Party Beneficiary Rights. The provisions of this Agreement are for the sole benefit of the Parties, and they will not be construed as conferring any rights to any third party (including any third-party beneficiary rights).

Section 9. Waiver. No covenant, term, or condition or breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Neither the acceptance by a Partner City of any performance by the Authority after the time the same shall have become due nor payment to the Authority shall constitute a waiver by the Partner City of the breach or default of any covenant, term, or condition unless otherwise expressly agreed to by the Partner City in writing.

Section 10. Assignment. This Agreement may not be transferred or assigned by the Parties without the prior written consent of the other Parties, which may be withheld in such Party's sole discretion.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and together such counterparts will constitute one and the same instrument.

Section 12. Negotiated Agreement. The Parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any Party on the basis of such Party's draftsmanship of this Agreement.

Section 13. Conflict with Interlocal Agreement. In the event of a conflict between this Agreement and the Interlocal Agreement, the terms of the Interlocal Agreement shall prevail.

Section 14. Additional Parties. Municipalities, local governments and public agencies within the region in which the other Parties are located may become a Party to this Agreement on execution of an addendum or amendment to this Agreement; provided, however, such new Party shall provide Resources to the Authority as consideration for the Services to be delivered hereunder.

[Signature Pages Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement by having their representatives affix their signatures below.

KING COUNTY REGIONAL HOMELESSNESS AUTHORITY, a Washington governmental administrative agency

By:

Name:

Title:

Date:

[PARTNER CITY]

By:

Name:

Title:

Date:

DRAFT - For Discussion Only

EXHIBIT A SERVICE

As the single regional entity responsible for coordinating the homelessness response within King County, the Authority shall seek to significantly decrease the incidence of homelessness throughout King County in accordance with the guiding principles established by Article IV, Section 3 of the Interlocal Agreement. To achieve this mission, the Authority shall support, create, and implement solutions to homelessness in the boundaries of the Partner Cities by providing leadership, advocacy, planning and management of program funding.

Services to be provided by the Authority to the Partner Cities shall include:

- For the 20XX-XX budget cycle, the funding awards made by Partner Cities' respective city councils will be honored and maintained in amounts as described in Exhibit B; beginning [REDACTED], the Authority shall be responsible for the administration and oversight of the applicable service contract. The Partner City shall take such steps as necessary to assign such responsibility to the Authority.
- The Authority will provide a funding contribution recommendation informed by HMIS data and subregional planning efforts to make informed recommendations based on needs of East King County residents.
- The Authority will provide funding equitably across King County and fund Eastside shelter services at the same proportionate level as others across the County.
- The Authority shall convene the Partner Cities Human Services managers on a quarterly basis, or more frequently if needed, to address emergent issues, coordinate funding allocations related to homeless services, and maintain clear communication across the Parties.
- The Authority shall ensure Partner Cities have a role in the funding decisions made by the Authority in alignment with subregional planning activities to ensure residents in all Partner Cities have access to services needed.
- All funding contributed by Partner Cities pursuant to this Agreement shall be distributed by the Authority for the provision of Services. The Authority shall not retain any portion of those funds as fee for administering its responsibilities under this Agreement.
- The Authority shall maintain or enhance existing homeless service levels in the East King County Subregion such that existing bed-night capacity is maintained or increased.

- The Authority shall solicit the voices of those with lived experience within the East King Subregion.
- The Authority shall identify gaps in services by users of the system in the East King Subregion (i.e., those with lived experience and service providers).
- Allowable expenditures in furtherance of maintaining investment in the East King County Subregion, all dollars pooled within the East King County Subregion under the terms of this Agreement shall only be utilized for Services provided at a physical location within the East King County subregion or have been determined to be a program acceptable to the Partner Cities that is serving East King County Subregion residents.
- The Authority shall work in coordination with Partner Cities to identify emergent issues, reporting metrics, city council update frequency and content, and any additional service needs.
- The Authority shall ensure service providers are provided grant funding in a timely manner.

DRAFT - For Discussion Only

EXHIBIT B
FUNDING AND PAYMENT/RESOURCES

The Partner Cities agree to provide Resources to the Authority in exchange for Homeless Services under the terms of this Agreement. Throughout this Agreement, the contribution amount will be determined as described below. Each Partner City shall include its respective contribution in its budget for consideration by its city council for approval.

For the 20XX – 20XX budget cycle:

- Partner Cities have historically funded homelessness response organizations and have issued requests for proposals for this budget cycle to maintain their investment amount.

For 20XX – 20XX budget cycle:

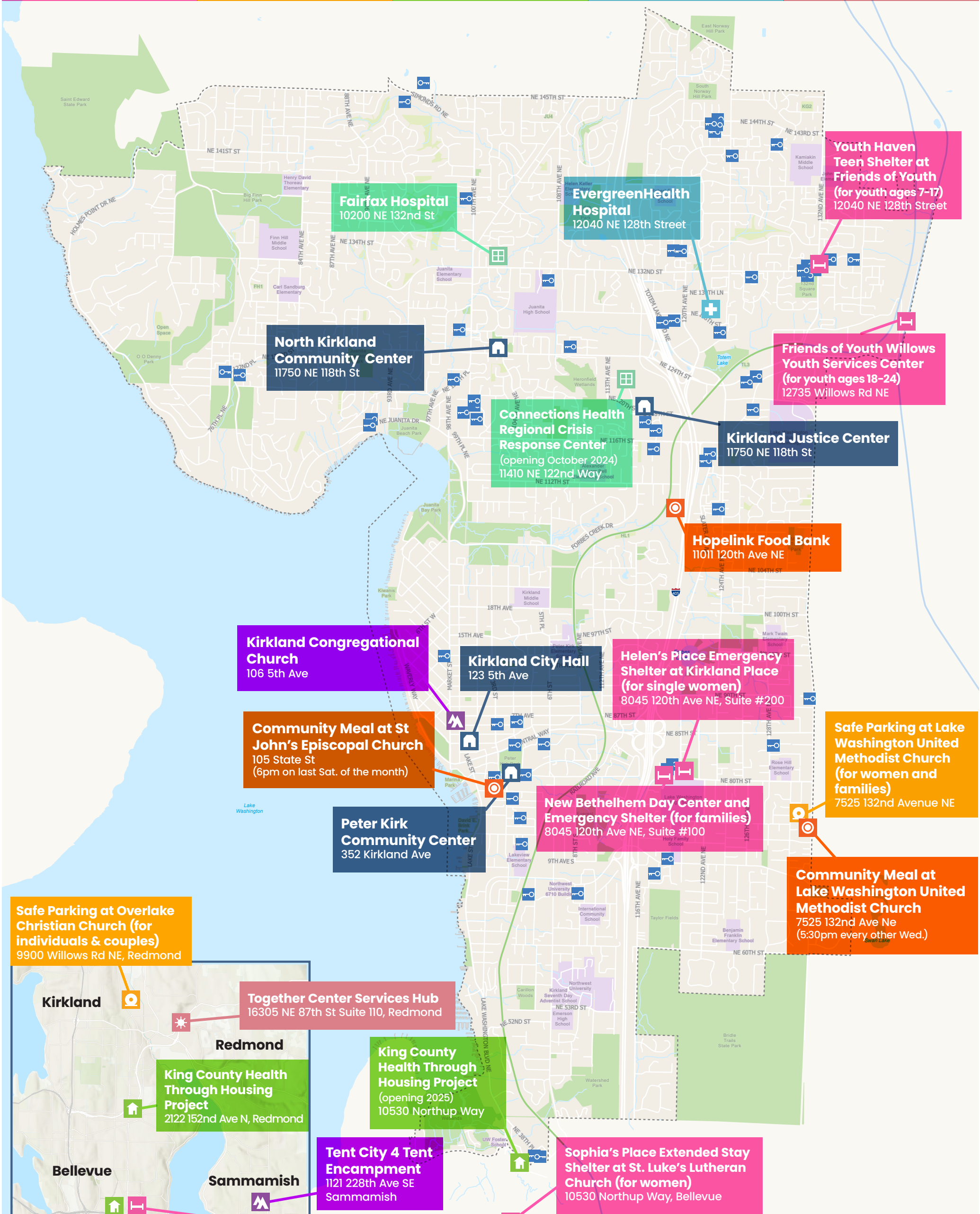
- Each Partner City shall provide a funding allocation reserved for the Authority at approximate levels previously set in Human Services funding in prior years. (Eastside does not afford a rate across the board per capita, % GF, or % HS fund due to the varying sizes and set asides by Eastside cities) with the opportunity for its city council to allocate additional funding to the Authority.
- The Partner Cities shall convene a monthly meeting of Human Service managers to address emergent issues, coordinate funding allocations related to homeless services, and maintain clear communication across Partner Cities.
- Partner Cities shall work in coordination with the Authority to identify emergent issues, reporting metrics, city council update frequency and content, and any additional service needs.

This Agreement does not preclude any Partner City from allocating funding for homeless services separate and apart from this Agreement. If a Partner City decides to allocate such funding, the Partner City shall first consult with the Authority so as to align the provision of these services with the Authority's East King County Subregion planning. Provided that the allocation of funding is at the sole discretion of the Partner City and the Authority's consent or agreement is not required before an allocation may be made.



HOMELESS ASSISTANCE & RESPONSE TEAM CONTINUUM OF CARE MAP

City Facilities 🏠	Permitted Designated Encampments 📍	Affordable Housing Projects 🔑	Behavioral Health Care 🏠	Food 🍽️
Emergency Shelters 🛏️	Safe Parking 📍	Permanent Supportive Housing 🏠	Medical Health Care +	Services Hub 🌟



Learn More at:
KirklandWA.gov/Homelessness