

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Enter Into the North King County Coalition on Homelessness Memorandum of Agreement
DEPARTMENT:	Recreation, Cultural and Community Services (RCCS)
PRESENTED BY:	Colleen Kelly, RCCS Director
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

At the direction of the City Council, the North King County Task Force on Homelessness was created to address the need for an Enhanced Shelter in North King County. With the opening of the Oaks Enhanced Shelter earlier this year, that initial goal was achieved. Given the ongoing challenge of addressing homelessness in communities across North King County, the Task Force membership recommended a shift to operate as an ongoing Coalition that would be formalized through a joint Memorandum of Agreement. Tonight, staff is seeking Council authorization for the City Manager to Enter into this North King County Coalition on Homelessness Memorandum of Agreement (Attachment A).

As per Council Rules of Procedure 6.1.B, which states that for an Action Item that is before the City Council for the first time and is not part of the consent agenda, public comment for that item will follow the staff report but precede Council review. Council should therefore allow for Public Comment following the staff report, and the same rules for Public Comment provided as part of the Council’s Regular Meeting Agenda shall apply.

RESOURCE/FINANCIAL IMPACT:

This action has no direct financial impact. If the Memorandum of Agreement is entered into, the City would be lead agency for the Coalition and staff time and resources would continue to be spent staffing and providing administrative support for the Coalition.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into the North King County Coalition on Homelessness Memorandum of Agreement in substantially the same form as is provided in Attachment A to this staff report.

Approved By: City Manager **DT** City Attorney **MK**

BACKGROUND

In February 2019, staff recommended and the City Council concurred that the most critical need related to homelessness in Shoreline was the lack of a year-round 24/7 shelter for single adults. More information on the need for a year-round 24/7 shelter for single adults can be found in the staff report from Council's February 25, 2019 discussion on this topic: [Discussing Council Goal 5 – Action Step 9: Engage in an Analysis with Service Providers to Identify What Services and Processes Exist to Connect those Experiencing Homelessness and/or Opioid Addiction with Supportive Services and Identify Gaps That May Exist.](#)

This discussion resulted in the development of the 2020-2022 Council Goal 5, Action Step 7: *Begin a process of developing partnerships with North King County cities and other key stakeholders in support of siting a 24/7 shelter/navigation center to serve homeless single adults in North King County.*

In July 2019, staff convened the first meeting of a North King County Shelter Task Force including representation from five North King County Cities (Shoreline, Bothell, Kenmore, Lake Forest Park, and Woodinville), local service providers, and community partners that have been actively engaged in working on the issue of homelessness. Just before the group's first meeting, the City was approached about the potential to purchase the Oaks Nursing Home property at 165th and Aurora.

Over the following months, the City worked with King County and the King County Housing Authority to explore the feasibility of utilizing this property as an Enhanced Shelter. Ultimately, the property was purchased by the King County Housing Authority. In addition, the City adopted Interim Zoning Regulations to allow the site to be used as a shelter. This topic was discussed on [August 10, 2020](#) with Council action on [October 26, 2020](#). This action added a requirement for a Memorandum of Agreement (MOA) between the City, the County and the operating partner, Lake City Partners, to address overall operations and specific responsibilities of each entity. The City Council authorized City participation in the MOA on [November 23, 2020](#). By the end of the year, the goal of siting a shelter in North King County had been achieved much sooner than could have been anticipated, making the specific purpose of the Task Force as initially envisioned no longer necessary.

However, the Task Force members agreed by consensus that there would be value in continuing to meet as a North King County Coalition on Homelessness (Coalition) in order discuss potential policy and program options related to the issue of homelessness broadly. The Coalition could also serve to propose solutions that individual cities may want to consider and could be well positioned to influence and respond to the newly forming King County Regional Homelessness Authority (KCRHA).

Following this transition, the Coalition has worked together to craft the attached Memorandum of Agreement (Attachment A) for the new Coalition. This same document will be shared with the legislative bodies of all the organizations named in the document

with the expectation that each organization will approve the Agreement and confirm their representative.

DISCUSSION

The Coalition Memorandum of Agreement was drafted largely to clarify the role of the Coalition for both its members and for the community. The Coalition as a body will have no authority but will serve as a valuable convening for homelessness related policy discussion across North King County. This group is already serving as the de facto North King County information and discussion hub for staff of the KCRHA. Both the CEO and the Sub-Regional Planning Manager of the KCRHA have committed to participate regularly to share updates and seek feedback and input.

The proposed members of the Coalition are the cities of Shoreline, Bothell, Kenmore, Lake Forest Park and Woodinville and the following community organizations: Bothell United Methodist Church, Health Care for the Homeless, Hopelink, Interfaith Task Force on Homelessness, Lake City Partners Ending Homelessness, Lived Experience Coalition, North Sound RADAR Navigator Program, North Urban Human Services Alliance, and Ronald United Methodist Church. Any member of the Coalition may withdraw from the Coalition at any time, and future members may be considered by the existing members of the Coalition. The Memorandum of Agreement shall remain in effect until terminated by the members of the Agreement, but it shall automatically terminate if the Coalition dwindles to just three members. Any member may leave the Coalition at any time.

The City will serve as the lead agency for the Coalition, including scheduling meetings and other administrative functions, unless the KCRHA provides sufficient staffing to assume these responsibilities. At this time, the KCRHA has not committed to providing staffing for the Coalition. Councilmember Betsy Robertson is currently the City's representative to the Coalition.

The Memorandum of Agreement is in final draft form, as there are still some final details to complete with the Agreement; most specifically identifying who the responsible individuals are for official notification to each member of the Coalition, which is included in Section VI of the Agreement. The rest of the Agreement is generally complete, and any other changes or edits, if Council authorizes the City Manager to enter into the Agreement, would be non-substantive.

Tonight, staff is seeking Council authorization for the City Manager to Enter into this Memorandum of Agreement. As per Council Rules of Procedure 6.1.B, which states that for an Action Item that is before the City Council for the first time and is not part of the consent agenda, public comment for that item will follow the staff report but precede Council review. Council should therefore allow for Public Comment following the staff report, and the same rules for Public Comment provided as part of the Council's Regular Meeting Agenda shall apply.

COUNCIL GOAL(S) ADDRESSED

Tonight's discussion is related to Council Goal 5, Action Step 7: *Begin a process of developing partnerships with North King County cities and other key stakeholders in support of siting a 24/7 shelter/navigation center to serve homeless single adults in North King County.* As noted above, though the specific goal of siting a 24/7 shelter has been achieved, there are still significant issues related to homelessness broadly that can be well-served through sub-regional collaboration.

RESOURCE/FINANCIAL IMPACT

This action has no direct financial impact. If the Memorandum of Agreement is entered into, the City would be lead agency for the Coalition and staff time and resources would continue to be spent staffing and providing administrative support for the Coalition.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into the North King County Coalition on Homelessness Memorandum of Agreement in substantially the same form as is provided in Attachment A to this staff report.

ATTACHMENTS

Attachment A: Final Draft North King County Coalition on Homelessness Memorandum of Agreement

MEMORANDUM OF AGREEMENT
NORTH KING COUNTY COALITION ON HOMELESSNESS

This Memorandum of Agreement (“Agreement”) is entered into by and between the Cities of Shoreline, Bothell, Kenmore, Lake Forest Park and Woodinville and the following community organizations: Bothell United Methodist Church, Health Care for the Homeless, Hopelink, Interfaith Task Force on Homelessness, Lake City Partners Ending Homelessness, Lived Experience Coalition, North Sound RADAR Navigator Program, North Urban Human Services Alliance, and Ronald United Methodist Church. Each may be referred to individually as a “Partner” and collectively as “the Partners”.

WHEREAS, the Partners have a common goal of ending homelessness within their jurisdictional boundaries, cities that they serve, as well as in the region and, each Partner represents a relevant stakeholder interest; and

WHEREAS, in 2019, the City of Seattle and King County established the King County Regional Homelessness Authority so as to provide for a joint and cooperative undertaking to coordinate services within an equitable operational framework that will enable and facilitate joint planning, program funding and establishing standards for and accountability programs so as to improve the delivery of services and enhance outcome for those individuals and families receiving such services through a Regional Action Plan; and

WHEREAS, the Partners wish to act cooperatively to formulate policies and strategies that address homelessness and to do so in an efficient and expeditious manner so that those individuals and families experiencing homelessness or who are at imminent risk of experiencing homelessness within the North King County area have access to services; and

WHEREAS, the Partners wish to act cooperatively so as to articulate local needs, priorities, and solutions to address homelessness within the North King County area to the King County Regional Homelessness Authority and to potentially establish a North King County Sub-Region;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained in this Agreement, the Partners agree as follows:

I. INCORPORATION OF RECITALS

The foregoing Recitals are incorporated in and made a part of this Agreement.

II. ESTABLISHMENT OF THE NORTH KING COUNTY COALITION ON HOMELESSNESS ("COALITION")

A. Purpose. The purpose of this Coalition is to work together across sectors and

jurisdictions in North King County in support of policies and community-based efforts to provide services and housing options for those in the North King County communities who are experiencing homelessness or who are at risk of becoming homeless.

- B. Advisory Body.** The Coalition is organized as an advisory body, with implementation of any recommendation to be presented to the legislative or governing body of a Partner for consideration and potential adoption pursuant to the local policies and procedures for that Partner.

III. MEMBERSHIP

- A. Governmental Partners.** The following governmental entities are members of the Coalition:

- City of Bothell
- City of Kenmore
- City of Lake Forest Park
- City of Shoreline
- City of Woodinville

- B. Non-Governmental Partners.** The following non-governmental entities are members of the Coalition:

- Bothell United Methodist Church
- Health Care for the Homeless
- Hopelink
- Interfaith Task Force on Homeless
- Lake City Partners Ending Homelessness
- Lived Experience Coalition
- North Sound RADAR Navigator Program
- North Urban Human Services Alliance
- Ronald United Methodist Church

- C. Financial Requirement.** There is no financial requirement to be a Coalition Partner. Each Partner shall be responsible for all costs and expenses incurred in its participation in the Coalition.

- D. Future Partners.** It is expected that there will be interested parties not currently included in the Coalition that will either request inclusion or that will be identified by the Coalition and asked to participate. The then-existing Partners shall evaluate interested parties on a case-by-case basis to determine eligibility for membership through the decision-making process as set forth in section V.E. Every effort shall be made to include interested parties that have not historically been represented in planning for homelessness services including people of color and those with lived

experience of homelessness. Addition of future partners shall be subject to majority approval of the then-existing Partners. All future partners shall execute a then-effective version of this Agreement. Individuals are not eligible for membership in the Coalition.

- E. **Non-Partner Participation.** From time to time, organizations and members of the general public will participate in Coalition-led activities but they will not be considered Partners in the Coalition until denoted as such by the then-existing Partners and only after executing a then-effective version of this Agreement. While allowed to participate, non-Partners have no voting rights.
- F. **Withdrawal.** Any Partner may withdraw from the Coalition upon written notice to the other Partners. Such notice shall state the effective date of the withdrawal, and that such withdrawal is supported through action of the withdrawing Partner in the same manner as the original Agreement was approved, such as by approval of the legislative or governing body. Following the withdrawal of one or more Partners, the Consortium shall continue to exist, and this Agreement shall remain in effect as between the remaining Partners unless terminated as provided in Section IV.

IV. TERM AND AMENDMENT

- A. **Term.** This Agreement shall become effective upon its execution by all Partners, as authorized by each Partner's legislative or governing body, and shall remain in effect until terminated.
- B. **Termination.** This Agreement may be terminated by mutual consent of a majority of the then-existing Partners. This Agreement will automatically terminate when the Coalition is comprised of three (3) or fewer Partners.
- C. **Amendment.** The provisions of this Agreement may be reviewed periodically to ensure that the Agreement continues to further the Coalition's purpose. Any Partner may request amendment to this Agreement. Unless otherwise provided, this Agreement may only be amended by unanimous consent represented by affirmative action of each Partner's legislative or governing body. Any amendment adopted shall be in writing and appended to this Agreement.

V. ORGANIZATIONAL ROLES AND RESPONSIBILITIES

- A. **Goals.** The Coalition seeks to identify the unique roles and opportunities associated with ending homelessness through the coordination and direct involvement of a wide array of stakeholders, public and private, by engaging in the following tasks.

B. Tasks.

1. Learn about the current system of services available to those experiencing homelessness and determine what is/is not working, both for those experiencing homelessness and for the community at large.
2. Learn about existing resources available in North King County and what resources need to be sustained, modified, or eliminated.
3. Identify opportunities for partnership with public and private entities and leveraging partnerships to achieve the Coalition's purpose.
4. Identify opportunities for advocacy and seek support from various constituencies.
5. Seek to serve as the sub-regional hub for communication with the King County Regional Homelessness Authority.
6. Develop related recommendations for the consideration of Partners' legislative or governing bodies regarding amendment or implementation of local policy and plans and, subject to a Partner's legislative or governing body's consent, to State and County legislative bodies or agencies for incorporation into legislative agendas.

C. Lead Agency and Chair.

1. The City of Shoreline will act as the lead agency for the purpose of scheduling meetings and other administrative functions unless the King County Regional Homelessness Authority provides sufficient staffing to assume these responsibilities.
2. At the first meeting of the Coalition or as soon as reasonably possible thereafter, the Partners will elect from its members a chair who shall preside at all meetings of the Coalition, and a vice chair, who will serve in the chair's absence, by majority vote of the entire Coalition membership.

D. Active Participation. Each Partner has committed to active participation in the Coalition and shall be held accountable for the work that it has agreed to perform. However, each Partner recognizes that the commitment level of each other Partner will depend on the resources and size of the Partner. At a minimum, each Partner will send an appointed representative to Coalition meetings.

E. Decision-making Protocols.

1. Each Partner entity shall be a voting member and shall have one (1) vote. The Coalition will operate by consensus of its Partners. Consensus is defined as general agreement of the Partners present. No decisions shall be taken unless a quorum of at least 51% of the Partners are present.
2. For all decisions, the Coalition shall first attempt to reach consensus. If consensus cannot be reached, then decisions shall be by majority vote of a quorum of the Coalition Partners.

F. Voluntary Membership. Membership in the Coalition is a voluntary act and it is acknowledged and agreed that in entering into this Agreement, no Partner is

committing to adopt or implement any action or recommendation that may be developed by the Coalition even if consensus is reached.

VI. PARTNERS NOTIFICATION

Any official notification among the Partners to the Coalition that would substantially affect the terms and conditions of this Agreement shall be directed to the responsible individual noted below:

City of Shoreline
Debbie Tarry
17500 Midvale Avenue N
Shoreline, WA 98133
dtarry@shorelinewa.gov

City of Bothell
Name: _____
18415 101st Avenue NE
Bothell, WA 98011
Email: _____

City of Kenmore
Name: _____
18120 68th Avenue NE
Kenmore, WA 98028
Email: _____

City of Lake Forest Park
Name: _____
17425 Ballinger Way NE
Lake Forest Park, WA 98155
Email: _____

City of Woodinville
Name: _____
17301 133rd Avenue NE
Woodinville, WA 98072
Email: _____

Bothell United Methodist Church
Name: Pastor Kristin Joyner
18515 92nd Avenue NE
Bothell, WA 98011
Email: pastorkristin@bothellumc.org

Health Care for the Homeless
Name: _____
Street Address: _____
Email: _____

Hopelink
Name: _____
Street Address: _____
Email: _____

Interfaith Task Force on Homelessness
Name: _____
Street Address: _____
Email: _____

Lake City Partners Ending Homelessness
Name: Walt Washington
16357 Aurora Avenue N
Shoreline, WA 98133
Email: walt@lakecitypartners.org

Lived Experience Coalition
Name: _____
Street Address: _____
Email: _____

North Sound RADAR Navigator Program
Brook Buettner
18415 101st Avenue NE
Bothell, WA 98011
Brook.buettner@bothellwa.gov

North Urban Human Services
Alliance
Name: _____
P.O. Box 60215
Shoreline, WA 98160
Email: _____

Ronald United Methodist Church
Name: _____
17839 Aurora Avenue North
Shoreline, WA 98133
Email: _____

VII. INDEMNIFICATION

- A. No Assumption of Liability.** In no event do the Partners intend to assume any responsibility, risk, or liability of any other Partner or otherwise with regard to any Partner’s duties or any act, statute, or regulation of local, state, or federal law.

- B. Hold Harmless.** To the maximum extent permitted by law, each Partner shall indemnify and hold harmless the other Partners and their agents, employees, and officers, from and against all claims, judgments, awards, costs and/or other actions arising from any negligent or intentional act or omission of the indemnifying Partner, its agents, employees, and officers and shall defend at its own expenses any and all claims, demands, suits, actions, penalties, damages, or costs, of whatsoever kind or nature, brought against the other Partners arising out of, in connection with, or incident to this Agreement and the indemnifying Partner’s negligent performance under this Agreement.

- C. Concurrent Negligence.** In the event of any such liability arising from the concurrent negligence of the indemnifying Partner and another Partner, the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying Partner.

VIII. MEETINGS AND RECORD-KEEPING

- A. Virtual Participation.** Partners may participate in meetings through the use of any means of communication by which all attending Partners and members of the public participating in such meeting can hear each other during the meeting, including, but not limited to, teleconference or videoconferencing. Any Partner participating in a meeting by such means is deemed to be present at the meeting for all purposes including, but not limited to, establishing a quorum.

- B. Public Records/Retention.** The Partners acknowledge that some Partners are governmental agencies subject to Washington’s Public Records Act, chapter 42.56 RCW, and, as such, this Agreement and records arising from the performance of this Agreement are public records subject to disclosure unless an exemption applies. Each Governmental Partner is responsible for its own compliance with the Public Records Act and with the records retention schedule for contracts/agreements issued by the Washington Secretary of State pursuant to chapter 40.14 RCW.

IX. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, the Partners shall endeavor to resolve the dispute in an amicable manner by direct discussions. If not resolved by mutual agreement, then the Partners may engage in alternative dispute resolution by mutual agreement. No Partner waives its rights to seek legal remedy provided to it under the law.

X. GENERAL PROVISIONS

A. Jurisdiction and Venue. This Agreement shall be interpreted pursuant to the laws of the State of Washington and any judicial action arising from this Agreement shall be in King County Superior Court.

B. Legal Relations. This Agreement shall be governed by the laws of the State of Washington. Coalition Partners shall each comply with all applicable local, state, and federal laws and regulations.

C. No Alteration of Police Power or Preclusion of Activities.

1. Nothing in this Agreement alters, or seeks to alter, the existing statutory authority of any Partner under state or federal law or the Partner's own policies, procedures, and regulations.
2. This Agreement in no way restricts the Partners from participating in any activity with other public or private agencies, organizations, or individuals pertaining to the subject matter of this Agreement.
3. Nothing in this Agreement is intended to affect existing obligations or other agreements of the Partners, whether individually or collectively.

D. No Third-Party Rights. This Agreement is for internal management purposes of the Partners involved. It shall not be construed to provide a private right or cause of action for or by any person or entity, nor shall it be enforceable in law by anyone other than the Partners.

E. Execution of Counterparts. This Agreement may be executed in counterparts, all of which shall be regarded for all purposes as an original.

F. Entirety. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by the Parties.

G. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions

shall not be affected.

IN WITNESS WHEREOF, each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute this Agreement of behalf of the Party for which he or she is signing on the date indicated next to their signatures.

CITY OF SHORELINE

Name

Title

Signature

Date

CITY OF BOTHELL

Name

Title

Signature

Date

CITY OF KENMORE

Name

Title

Signature

Date

CITY OF LAKE FOREST PARK

Name

Title

Signature

Date

CITY OF WOODINVILLE

Name

Title

Signature

Date

BOTHELL UNITED METHODIST CHURCH

Name

Title

Signature

Date

HEALTH CARE FOR THE HOMELESS

Name

Title

Signature

Date

HOPELINK

Name

Title

Signature

Date

INTERFAITH TASK FORCE ON HOMELESSNESS

Name

Title

Signature

Date

LAKE CITY PARTNERS ENDING HOMELESSNESS

Name

Title

Signature

Date

LIVED EXPERIENCE COALITION

Name

Title

Signature

Date

NORTH SOUND RADAR NAVIGATOR PROGRAM

Name

Title

Signature

Date

NORTH URBAN HUMAN SERVICES ALLIANCE

Name

Title

Signature

Date

RONALD UNITED METHODIST CHURCH

Name

Title

Signature

Date