Planning Commis	sion Meeting Date: March 18, 2021	Agenda Item: 7a
PLANNING COMMI CITY OF SHORELIN	SSION AGENDA ITEM IE, WASHINGTON	
AGENDA TITLE: DEPARTMENT: PRESENTED BY:	Zoning Code Amendments to Allow E Mixed Business (MB) zone Planning & Community Development Nora Gierloff, AICP, Planning Manage	t
✓ Public Hearing✓ Discussion	ng Study Session Update	☐ Recommendation☐ Other

INTRODUCTION

In April 2020, the City Council adopted Council Goal No. 5, Action Step No. 7, which reads:

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 response to this Council goal, staff began working to explore options for the siting of a shelter for homeless adults to serve the North King County area. Shortly thereafter grant funding for additional homeless shelters became available through the Washington State Department of Commerce. King County asked the City to partner with them and Lake City Partners Ending Homelessness (a not for profit organization that provides shelter and services for people experiencing homelessness) in establishing a shelter for homeless adults at the former Oaks at Forest Bay Nursing Home (The Oaks), located at 16357 Aurora Avenue North.

The current zoning district of that portion of the Oaks property where buildings are located is R-48 (Residential 48 units per acre) and did not permit homeless shelters. In addition, some of the requirements of the grant funding that King County would use to operate the shelter conflict with the zoning code index criteria for homeless shelters as currently defined in SMC 20.40.405.

On October 26, 2020, the City Council adopted interim regulations for the operation of an Enhanced Shelter in the R-48 Zone. Those will expire in April and this staff report concerns a set of permanent regulations that would allow homeless shelters in the Mixed Business zone subject to index criteria. The former Oaks site is currently the subject of a rezone from R-18 and R-48 to MB. The Hearing Examiner will make a recommendation to the Council on the zoning change.

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Approved By:	Project Manager	Planning Director

BACKGROUND

At the Council's 2020 Strategic Planning Workshop, Council identified the siting of a '24/7' year-round shelter/navigation center for single adults in North King County as an Action Step under City Council Goal No. 5. Staff began to work with other North King County cities and key community stakeholders on a process to site a 24/7 shelter for single adults in North King County.

In June, staff became aware that The Oaks at Forest Bay Nursing Home (The Oaks), located at 16357 Aurora Avenue North, was closing and the property was going to be offered for sale. Also, in June of 2020, the Washington State Department of Commerce released information about a grant making significant funds available to expand homeless shelter capacity around the State.

King County expressed interest in leasing the property and partnering with the King County Housing Authority (KCHA) for potential acquisition. The facility could serve as an emergency shelter for up to 60 single adults in the short-term (likely three to five years), and permanent supportive housing in the long-term.

The Enhanced Shelter would be a continuous-stay shelter, in that it offers living arrangements where individuals have a room or bed assigned to them throughout the duration of their stay. The goal would be to provide services oriented toward bringing people experiencing unsheltered homelessness inside and exiting shelter participants to permanent housing and positive destinations quickly. The Department of Commerce grant guidelines require that rules and policies must be narrowly focused on maintaining a safe environment for participants and the community and avoid exits to homelessness.

Shelter programs funded by the grant must have flexible intake schedules and require minimal documentation. There are specific guidelines that prohibit certain criteria to be used to screen out individuals, including such things as little or no income, previous involvement with the criminal justice system, having been impacted or affected by crime, having active or a history of alcohol and/or substance use. In order to meet the timeline of the grant the Council adopted an interim ordinance in October 2020 allowing enhanced shelters in the R-48 zoning district through April of 2021.

The Planning Commission held a study session on the proposed code amendments on February 18th, 2021 where they heard from neighbors of the Oaks site and asked for additional information from staff. The meeting packet is available at https://www.shorelinewa.gov/Home/Components/Calendar/Event/16143/182?toggle=all-past.

Current Oaks Property Zoning and Uses

The majority of the Oaks property is zoned R-48 (Residential 48 units per acre), with the parking lot in the NW corner zoned R-18. The site is located along the Aurora Avenue commercial corridor near a variety of businesses including banks, auto sales and service, marijuana retail, self-storage, a driving school, a youth baseball organization, a martial arts studio, and daycares. It is adjacent to single family houses to the west and

apartments and a vacant commercial building to the south. A rezone that would change the zoning of the site to Mixed Business (MB) is under review by the Hearing Examiner.

ANALYSIS

The proposal before the Planning Commission is a code amendment defining Enhanced Shelters and permitting them as a use in the MB zoning district subject to certain index criteria. The MB zone, along with Community Business (CB) and Town Center (TC) 1, 2 and 3, already allows homeless shelters, though enhanced shelters have different operational criteria and therefore are being defined and regulated separately. A new definition would be added to the Zoning Code:

Enhanced Shelter

A 24 hour a day facility which is open to adults experiencing homelessness regardless of prior criminal history, addiction or mental health challenges as long as the individual is able to live safely in community with others and abide by established program rules. The purpose is to provide safe shelter and access to resources including, but not limited to, housing, basic needs, hygiene, case management and social programs as they transition to permanent housing.

During the Council's review of the interim ordinance for enhanced shelters they developed a set of index criteria to mitigate possible incompatibilities and provide a process to resolve conflicts that might arise from the use. These criteria are very similar to what is being proposed for the permanent regulations, with some additional refinements and clarifications. Two significant changes are the inclusion of a maximum occupancy of 100 residents and a spacing requirement of one mile from any other homeless shelters. See Attachment B for a map of the parcels that meet the enhanced shelter criteria.

20.40.355 Enhanced Shelter

Enhanced shelters are allowed in the MB zone subject to the below criteria:

- A. It shall be operated by state, county, or city government, a State of Washington registered nonprofit corporation; or a Federally recognized tax exempt 501(C)(3) organization that has the capacity to organize and manage an enhanced shelter;
- B. It shall permit inspections by City, Health and Fire Department inspectors at reasonable times for compliance with the City's requirements. An inspection by the Shoreline Fire Department is required prior to occupancy;
- C. It shall develop and enforce a code of conduct acceptable to the City that articulates the rules and regulations of the shelter. These rules shall include, at a minimum, prohibitions against criminal activities, such as theft and threats or acts of violence, and the sale, purchase, possession, or use of alcohol or illegal drugs within the facility or on the facility grounds;
- D. It shall be located with frontage on a principal arterial and within ¼ mile of a transit stop with frequent all-day service as defined by King County Metro Transit;

- E. To avoid a concentration of uses enhanced shelters must be located at least a mile from any other enhanced or homeless shelters, calculated as a radius from the property lines of the site:
- F. The maximum number of residents in an enhanced shelter shall be determined by the general capacity of the building and the level of staffing to be provided, but shall in no case exceed 100;
- G. A solid, 6-foot tall fence shall be provided along all property lines that abut residential zoning districts;
- H. Submittal of a parking plan acceptable to the City prior to occupancy; and
- I. The primary funding organization and shelter operator shall enter into a memorandum of agreement with the City regarding operational issues that shall include:
 - 1. Staffing plans.
 - 2. Requirements for regular reports to the City on how the shelter is meeting performance metrics.
 - 3. An agreement that if calls for law enforcement service exceed an agreed upon threshold in any given quarter, the shelter operator will work with the City to reduce calls below the threshold level.
 - 4. A coordination plan with the Shoreline Police Department which shall include protocols for Police response to the shelter and to shelter clients throughout Shoreline.
 - 5. Requiring adherence to a good neighbor plan that addresses how the shelter operator will address litter, noise, security procedures, and other issues that may be of concern to the surrounding community.
 - 6. Criteria to determine if/when to discontinue the shelter use if documented violations of the operational agreements are not addressed in a timely manner.
 - 7. Provisions for City approval of any proposed change in shelter operator.

A strikeout/underline version of the Code showing these proposed changes is included as Attachment A.

Information Requested by the Planning Commission

What reporting metrics are included in the current enhanced shelter Memorandum of Agreement (MOA)?

The three-party agreement between the City, King County and Lake City Partners is based on items that were of concern to the Council and were adopted as requirements of the interim ordinance. It is included as Attachment C to this report and is an example of the types of agreements that would be required for future shelters. The MOA lists the data points that are required to be included in the quarterly reports to the City:

- 1) Number of individuals served;
- 2) Location of where an individual stayed the night before entering the shelter:
- 3) General demographics;
- 4) Number of intakes;
- 5) Number of exits; and
- 6) Summary of exit destination.

In addition, the City will track Police and Fire calls for service to the shelter by month. If the calls exceed the average for the prior use of the site by 25% or more the three

parties will work together to identify issues and reduce the number of calls. The Shoreline Police and Fire Departments were involved in developing the language in the MOA and the currently proposed index criteria. The shelter resident code of conduct is listed in Attachment E.

Is the kitchen at the Oaks functional? How will it be used?

The shelter operator is currently planning on contracting with a caterer for delivery of breakfast and dinner for the residents. The kitchen will be used for refrigeration, warming ovens, and steam tables. The most recent plan was to disable the cooktop and hood but retain the equipment in case plans change. The shelter operator anticipates that many residents will be out at appointments or working during the day and will likely provide bagged lunches for those that need them.

Future enhanced shelters may serve a variety of different populations in different types of facilities. While having access to a full kitchen and the ability to prepare food may be desirable and appropriate for some residents, for others it may create health and safety concerns. Codifying a requirement for specific kitchen equipment or resident participation in food preparation may present a barrier to the establishment of future shelters.

What sort of outreach is the City doing about homelessness?

The City has provided funding support for outreach services to individuals experiencing homelessness for the last three years, focusing on areas such as parks or informal encampments. The contract for this service has been with Lake City Partners which is the organization that will be operating the North King County Enhanced Shelter. The City's interest and investment in the outreach component remains strong and we are looking forward to building a more comprehensive and robust approach to outreach services and see the new shelter as an additional tool in the toolbox for working with folks on a path to permanent housing.

The City has offered to set up a neighborhood committee to provide a regular means of communication with the residents and businesses near the Oaks site but did not hear from anyone who wanted to join. The shelter's good neighbor plan is included as Attachment D and addresses topics including parking, littering, smoking and noise.

How is the shelter operator engaging with the community?

The shelter is open to innovative engagement with the community such as the successful art drive organized by a Lake Forest Park artist to decorate the rooms and common spaces at the shelter. https://www.shorelineareanews.com/2021/02/artworks-donations-so-successful-that.html Post-COVID they also anticipate offering tours to neighbors and welcoming volunteer groups to the facility.

What facilities are there in other cities to serve people experiencing homelessness? The Shoreline City Council set a goal of siting an enhanced shelter in our area due to the lack of a facility for homeless adults in North King County. The majority of regional homeless services are provided in Seattle with 514 basic shelter beds, 1,518 enhanced shelter beds and 311 tiny homes at multiple sites throughout the City. Bellevue, Kirkland, Mukilteo, Woodinville, Bremerton, Redmond, and Everett all have at least one facility, some of which are targeted to specific populations such as young adults or domestic

violence survivors. Mary's Place has permanent family shelters in Seattle and Burien and temporary locations in White Center and Northshore. However, there is still a huge unmet need for emergency shelters and permanent supportive housing.

Development Code Amendment Decision Criteria

SMC 20.30.350 states, "An amendment to the Development Code is a mechanism by which the City may bring its land use and development regulations into conformity with the Comprehensive Plan or respond to changing conditions or needs of the City". Development Code amendments may also be necessary to reduce confusion and clarify existing language, respond to regional and local policy changes, update references to other codes, eliminate redundant and inconsistent language, and codify Administrative Orders previously approved by the Director. Regardless of their purpose, all amendments are to implement and be consistent with the Comprehensive Plan.

The decision criteria for a Development Code amendment in SMC 20.30.350 (B) states the City Council may approve or approve with modifications a proposal for a change to the text of the land use code when all of the following are satisfied.

B. Decision Criteria. The City Council may approve or approve with modifications a proposal for the text of the Land Use Code if:

1. The amendment is in accordance with the Comprehensive Plan; and

Relevant Comprehensive Plan Policies Regarding Homeless Services:

Goal H VII: Collaborate with other jurisdictions and organizations to meet housing needs and address solutions that cross jurisdictional boundaries.

H19: Encourage, assist, and support non-profit agencies that construct, manage, and provide services for affordable housing and homelessness programs within the city.

H29: Support the development of public and private, short-term and long-term housing and services for Shoreline's population of people who are homeless.

<u>Staff Analysis:</u> The effort to site an enhanced shelter in the City of Shoreline has been a multi-agency partnership to address a regional crisis. The shelter is a collaboration between King County, the King County Housing Authority, and Lake City Partners Ending Homelessness to provide shelter and services to those in need in underserved areas of North King County. In these ways the proposed amendments implement the relevant Comprehensive Plan guidance listed above.

2. The amendment will not adversely affect the public health, safety or general welfare; and

<u>Staff Analysis:</u> The proposed amendments seek to address the homelessness crisis in our region and our City by permitting enhanced shelters to locate here. The index criteria proposed will provide safeguards to prevent or address possible conflicts with

the adjacent properties and neighborhood. These criteria include City collaboration with the organization operating the shelter, ongoing collaboration with Shoreline Police, defined expectations around shelter resident behavior, adequate staffing of the shelter, and location near transit facilities.

3. The amendment is not contrary to the best interest of the citizens and property owners of the City of Shoreline.

<u>Staff Analysis:</u> The Council has determined that there is an urgent need for services and shelter for homeless adults in our region. A confluence of factors led to King County establishing an enhanced shelter in Shoreline with the support of the City Council and many Shoreline residents. Providing a safe, stable environment for individuals experiencing homelessness to receive services and begin to address the factors that led to the loss of their housing is known as the "Housing First" model and is becoming a best practice nationwide. Over time, providing shelter and services on the journey back to permanent housing will reduce the number of people sheltering in our parks and open spaces.

RECOMMENDATION

Hold a public hearing on the proposed code amendments on March 18, 2021 and make a Planning Commission recommendation to the City Council.

NEXT STEPS

The City Council will review the Planning Commission's recommendation in April.

Attachments

- A Proposed Code Amendments
- B Map of Eligible MB Zoned Properties
- C Memorandum of Agreement
- D North King County Shelter (NKCS) Good Neighbor Plan
- E North King County Shelter Resident Agreement

Proposed Code Amendments

-E-

20.20.018 E definitions.

Enhanced Shelter

A 24 hour a day facility which is open to adults experiencing homelessness regardless of prior criminal history, addiction or mental health challenges as long as the individual is able to live safely in community with others and abide by established program rules. The purpose is to provide safe shelter and access to resources including, but not limited to, housing, basic needs, hygiene, case management and social programs as they transition to permanent housing.

Table 20.40.120 Residential Uses

NAICS #	SPECIFIC LAND USE				TC-	NB	СВ	MB	TC-1, 2
		R6	R12	R48	4				& 3
TEMPORAF	RY LODGING								
	Homeless Shelter						P-i	P-i	P-i
	Enhanced Shelter							<u>P-i</u>	

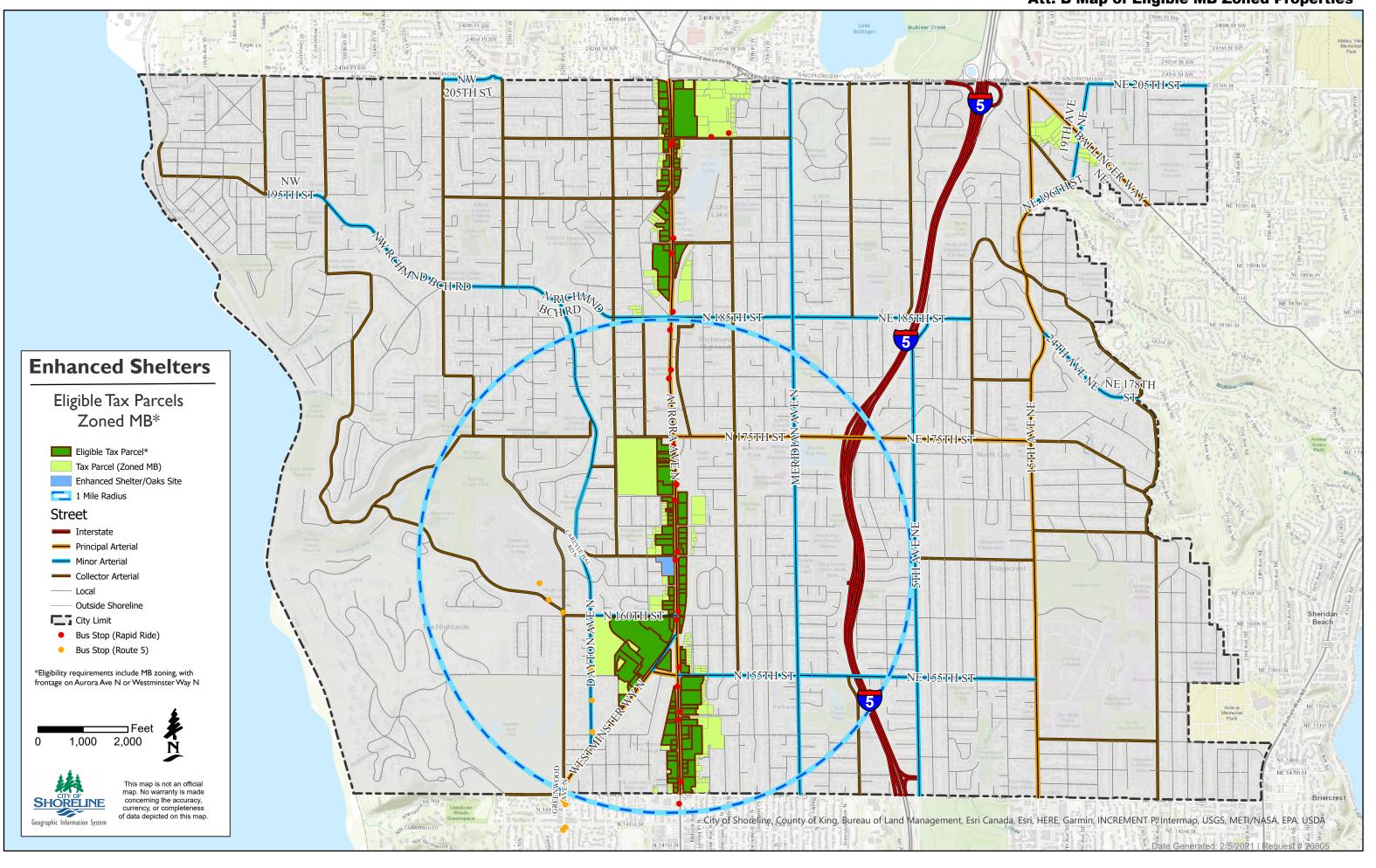
20.40.355 Enhanced Shelter

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- B. It shall permit inspections by City, Health and Fire Department inspectors at reasonable times for compliance with the City's requirements. An inspection by the Shoreline Fire Department is required prior to occupancy;
- C. It shall develop and enforce a code of conduct acceptable to the City that articulates the rules and regulations of the shelter. These rules shall include, at a minimum, prohibitions against criminal activities, such as theft and threats or acts of violence, and the sale, purchase, possession, or use of alcohol or illegal drugs within the facility or on the facility grounds;
- D. It shall be located with frontage on a principal arterial and within ¼ mile
 of a transit stop with frequent all-day service as defined by King County Metro Transit;

- E. To avoid a concentration of uses enhanced shelters must be located at least a mile from any other enhanced or homeless shelters, calculated as a radius from the property lines of the site;
- F. The maximum number of residents in an enhanced shelter shall be determined by the general capacity of the building and the level of staffing to be provided, but shall in no case exceed 100;
- G. A solid, 6-foot tall fence shall be provided along all property lines that abut residential zoning districts;
- H. Submittal of a parking plan acceptable to the City prior to occupancy; and
- I. The primary funding organization and shelter operator shall enter into a memorandum of agreement with the City regarding operational issues that shall include:
 - Staffing plans.
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 - 7. Provisions for City approval of any proposed change in shelter operator.

Att. B Map of Eligible MB Zoned Properties



MEMORANDUM OF AGREEMENT FOR THE OPERATION OF AN ENHANCED SHELTER WITHIN THE CITY OF SHORELINE, WASHINGTON

This MEMORANDUM OF AGREEMENT ("Agreement") is dated as of ______, 2020 ("Effective Date"), and entered into by and among the City of Shoreline, a Washington municipal corporation ("Shoreline" or "the City"), King County, a Washington municipal corporation ("King County"), and Lake City Partners Ending Homelessness, a Washington non-profit corporation ("Lake City Partners"). Shoreline, King County, and Lake City Partners may be referred to individually as "Party" or collectively as "Parties."

WHEREAS, like many other regions of the United States, King County has seen a rapid and troubling growth in the homeless population over the past several years, a condition that has been difficult to address given the high cost of housing in the region and the shortage of emergency, transitional, and affordable housing available to serve this population; and

WHEREAS, as a result, King County cities, including Shoreline, have experienced increased incidents of unlawful and unsafe camping activity in and upon portions of the public rights-of-ways, parks, and other public facilities ("Public Property") not intended for those uses and in violation of local ordinances; and

WHEREAS, use of Shoreline Public Property in this manner creates health and safety risks to homeless persons due to traffic hazards, exposure to weather, inadequate sanitation, and other conditions detrimental to their well-being, and negatively impacts the health, safety, and general welfare of the larger community by degrading the environmental and physical condition of the Public Property, creating traffic hazards, and increasing risks associated with the spread of disease and frustrating the public purpose for which such Public Property is dedicated; and

WHEREAS, in furtherance of the public, safety, and well-being of the homeless and all residents in the City of Shoreline, and to return and preserve Shoreline Public Property for its intended purpose, the Parties have worked together cooperatively and in good-faith towards addressing homelessness; and

WHEREAS, the Parties desire to establish an Enhanced Shelter that makes resources available to serve homeless individuals with the goal of providing supportive housing such that homeless individuals utilizing those resources may transition from temporary facilities into long-term, stable housing solutions; and

WHEREAS, King County has applied for certain grant funds under the Washington State Department of Commerce's Shelter Program Grant, and intends to utilize those grant funds, along with other available funding, for the future operation of an Enhanced Shelter intended to serve the unsheltered homeless population currently residing with the City of Shoreline and other North King County cities; and

WHEREAS, the United States Secretary of Health and Human Services, the Governor of Washington state and King County Executive have each declared a state of emergency as a result of coronavirus disease 2019 (COVID-19) outbreak and confirmation of person-to-person spread in Washington state; and

WHEREAS, many existing shelters and other sites that traditionally housed persons experiencing homelessness are not suitable for the conditions required under COVID-19, lacking adequate space and ventilation to allow for social distancing necessary to combat the COVID-19 pandemic and associated community transmission and are insufficient to protect and promote public health; and

WHEREAS, King County and Shoreline have a mutual interest in facilitating a deintensification non-congregate shelter care facility for individuals experiencing homelessness who are not able to isolate or quarantine in their own homes during the COVID-19 pandemic with related support uses; and

WHEREAS, King County is considering whether to contract with Lake City Partners to manage and operate an Enhanced Shelter, as defined below, within Shoreline that follows public health best practices; and

WHEREAS, the Parties desire to memorialize terms and conditions relating to the operation and maintenance of an Enhanced Shelter, and other related matters in furtherance of the common purpose of addressing homelessness;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

I. PURPOSE

The purpose of this Agreement is to set forth parameters, processes and procedures related to how the Parties intend to address issues related to operation and management of an Enhanced Shelter in the City of Shoreline. This Agreement is also meant to comply with the requirement set forth in SMC 20.40.355(G), as adopted by City of Shoreline Ordinance No. 906 and amended by City of Shoreline Ordinance No. 913, which requires King County, as the primary funding organization, and Lake City Partners, as the shelter operator, to enter into an agreement to address Enhanced Shelter operational issues of concern.

II. DEFINITIONS

"Enhanced Shelter" means a 24-hour a day facility intended to provide individuals experiencing homelessness with access to resources including, but not limited to, housing, basic needs, hygiene, case management and social programs as they transition to permanent housing.

III. TERM AND TERMINATION

- A. The term of this Agreement commences on the date executed by all the Parties and shall continue until June 30, 2023, unless extended or terminated by the Parties in accordance with this Agreement.
- B. This Agreement may be extended by mutual, written agreement of the Parties which shall be appended to this Agreement.
- C. This Agreement may be terminated by any Party if any other Party fails to comply with any material provisions of the Agreement, in whole or in part, for default as provided for in this Agreement.

IV. USE, MAINTENANCE, AND OPERATION OF ENHANCED SHELTER

A. ENHANCED SHELTER OPERATION

- Operator. King County intends to contract with a separate provider for operation
 of an Enhanced Shelter and, together with Shoreline, has identified Lake City
 Partners as the likely shelter operator. King County and Shoreline are actively
 considering the former Oaks at Forest Bay Nursing Home (The Oaks), located at
 16357 Aurora Avenue North as the Enhanced Shelter site. The facility would
 serve the North King County area as an Enhanced Shelter for adults for the term
 of this Agreement.
- 2. Responsibilities. As the shelter operator, Lake City Partners will be responsible for reaching out to local service providers to share information about the shelter and provide information related to which clients are eligible to be served and how to make a referral. The Parties currently understand that the local agencies most likely to make referrals to this program include Lake City Partners Outreach; Shoreline Police and Fire Departments; local hospitals; Therapeutic Health Services; International Community Health Services; Hopelink and local faith communities that work with individuals experiencing homelessness.
- 3. Priority. Because occupancy rates tend to be high, the standard approach used by other shelters in King County is that they notify referring agencies when they have an open space or when they know a bed will soon be vacated. The referring organizations will send over a referral form with information regarding the individual they are working with. If more than one referral is made, Lake City Partner's staff will consider both the location of the household (individual or couple) experiencing homelessness as well as the level of need for the service; e.g., those with health conditions that are being exacerbated by being outdoors. Those with severe health conditions will be prioritized in every case, while those who are currently located in Shoreline will be given the next level of priority. Shelter staff will use a standard set of screening/intake questions before confirming a bed for any given individual.

4. Maximum Residential Capacity. The maximum residential capacity of the Enhanced Shelter shall be 60 people.

B. STAFFING PLAN

Prior to operation, Lake City Partners shall submit to the City the proposed staffing plan for the City's review and comment. In general, the Parties understand that the staffing for the Enhanced Shelter will be supported by a staffing plan that will ensure that there will be a minimum of three trained, professional staff onsite at all times. In addition, Lake City Partners anticipates that the onsite program would include positions such as a full time Program Director, a Licensed Mental Health Specialist, a Registered Nurse, Housing Outreach staff and Housekeeping and Facility Maintenance. Overall Administrative support will be provided by the Executive Team of Lake City Partners including the Executive and Deputy Directors, Volunteer Coordinator, and Administrative Services Office. Lake City Partners retains the right to adjust specific positions as needed to safely and effectively run the program, provided that it may not adjust the minimum requirement of three professional staff members on the premises at all time. Prior to making an adjustment to the approved staffing plan, Lake City Partners shall provide the City a reasonable opportunity to review and comment on the proposed change(s) prior to implementing such changes.

C. SHELTER OPERATIONAL DATA AND PERFORMANCE METRICS
Lake City Partners shall provide project-level reports of County-wide Homelessness
Management Information System (HMIS) intake and exit data to the City when
requested. Project Intake forms are attached to this Agreement as Exhibit A, and Project
Exit forms are attached to this Agreement as Exhibit B. Such reports shall be provided
upon request.

Lake City Partners are to submit quarterly reports to Shoreline that shall document, at a minimum, the following:

- 1. Number of individuals served;
- 2. Location of where an individual stayed the night before entering the Shelter;
- 3. General Demographics;
- 4. Number of Intakes:
- 5. Number of Exits;
- 6. Summary of Exit destination.

D. EMERGENCY CALLS FOR SERVICE

Shoreline shall document the average number of 911 (Police and Fire) dispatched calls for service to the Oaks Facility per month for the two years prior to March 2020, to create a baseline average. Shoreline will also track 911 (Police and Fire) dispatched calls for service to the Oaks Facility beginning on the first date of Enhanced Shelter program operations. If said monthly dispatched calls for service are experienced beyond a 25% increase over the baseline average, King County and Shoreline will work with Lake City Partners to reduce the calls to below the threshold level.

The Parties shall evaluate the nature of the calls for service to determine whether additional resources, beyond those anticipated through staffing identified above, are needed to address mental health, police response or other specific needs.

E. GOOD NEIGHBOR PLAN

King County and Lake City Partners shall comply with the Good Neighbor Plan in relation to litter, noise, security procedures, and other potential issues of concern. The Good Neighbor Plan is attached to this Agreement as Exhibit C.

F. ADDRESSING NUISANCE VIOLATIONS

The City has a Chronic Nuisance Property Ordinance (SMC 9.30) which outlines specific conditions that constitute public nuisance activities. King County and Lake City Partners understand and agree that should the Enhanced Shelter be determined a chronic nuisance property as set out in that Chapter, the City may take action to abate the nuisance pursuant to SMC 9.30.050, provided that reasonable notice is given in accordance with this Agreement. King County and Lake City Partners agree that abatement may specifically include the ability to order that the Enhanced Shelter use be discontinued if the City reasonably determines that steps to cure the nuisance will not be sufficient to adequately protect health and safety. If Lake City Partners or King County fail to address any written demand by the City to correct a violation within the cure time stated in the demand, which shall not be more than 45 days or less than 10 days, the City may order the Enhanced Shelter use be discontinued until such violations(s) are corrected.

All Parties shall comply with all applicable federal, state, and local laws. Nothing in this Agreement shall be construed to limit the authority of the City of Shoreline to adopt and apply codes, ordinances, and regulations under its police power for the public health, safety, and general welfare to the operation and management of the Enhanced Shelter addressed by this Agreement.

King County or Lake City Partners may appeal any written demand issued to Shoreline's Hearing Examiner by filing a written appeal with the Shoreline City Clerk within fourteen (14) calendar days of the date of the demand. An appeal hearing shall be conducted as provided in SMC 20.30 Subchapter IV and the Hearing Examiner Rules of Procedure.

G. CHANGES TO SHELTER OPERATOR

Any proposed change to the shelter operator, which at the time of execution of this Agreement is expected to be Lake City Partners, shall be made by King County and will require prior approval of the Shoreline City Council and shall only be approved if the operator is deemed capable and agrees to the terms and conditions of this Agreement, which decision shall be in the sole discretion of the Shoreline City Council. If a new shelter operator is approved by the Shoreline City Council, King County agrees to substitute in the new Operator into this Agreement and if necessary to execute a new Memorandum of Agreement which must be entered into among the Parties that would be in a similar format to this Agreement.

V. REPRESENTATIVES AND NOTICE

A. REPRESENTATIVES

For the purposes of administering this Agreement, the following individuals shall be the representatives for their respective agencies:

City of Shoreline: Bethany Wolbrecht-Dunn, Community Services Manager

King County: Janice Hougen, Special Projects Lead Program Manager III

Lake City Partners: 'Melanie Neufeld, Executive Director

B. NOTICES

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager City of Shoreline 17500 Midvale Avenue N Shoreline, WA 98133 (206) 801-2700

Director, Department of Community and Human Services King County 401 5th Avenue, Suite 400 Seattle, WA 98104 (206) 363-9105

Executive Director
Lake City Partners Ending Homelessness
3120 NE 125th Street
Seattle, WA 98125
(206) 361-4630

VI. DISPUTE RESOLUTION, DEFAULT, REMEDIES

The provisions contained in this Agreement depend upon timely and open communication and cooperation among the Parties. In this regard, communication of issues, changes, or problems that arise should occur as early as possible in the process. Each Party shall work cooperatively and in good faith toward resolution of issues in a manner that ensures adequate time for each Party to consider and address the issues.

A. DISPUTE RESOLUTION

- 1. Any disputes or questions of interpretation of this Agreement that may arise among the Parties shall be governed under the Dispute Resolution provisions in this Section unless a specific procedure is addressed elsewhere in this agreement. The Parties agree to exercise their best efforts to promptly resolve any disputes that may arise through this dispute resolution process.
- 2. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute escalation process should any such disputes arise:
 - a. Level One The Designated Representatives as identified in this Agreement shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within ten (10) calendar days after referral of that dispute to Level One, a Party may refer the dispute to Level Two.
 - b. Level Two Lake City Partners' Executive Director, King County Department of Community and Human Services Director or Designee, and the City's City Manager or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.
- 3. If the dispute is not resolved within ten (10) calendar days after referral of that dispute to Level Two, the Parties are free to pursue any remedies otherwise available to them in law or equity. At all times prior to resolution of the dispute, the Parties shall continue to perform under this Agreement in the same manner and under the same terms as existed prior to the dispute.

B. NOTICE OF DEFAULT

No Party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) calendar days after written notice of default from any other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then the defaulting Party shall initiate reasonable actions to cure within the thirty (30) day period; provided, however, such default shall not be deemed a cure unless and until the defaulting Party diligently pursues such cure to completion. Nothing in this section is intended to limit Shoreline's ability to pursue enforcement remedies that may be available pursuant to SMC Chapter 9.30 (Chronic Nuisance Property), as otherwise specified in this Agreement.

C. REMEDIES

Any Party hereto has the right to exercise any and all remedies, singly or in combination available in equity or law, consistent with the dispute resolution and notice of default sections of this Agreement, if applicable, in the event that any Party violates any provision of this Agreement. The Parties agree that specific performance is available for any provision that reasonably lends itself to such remedy.

D. CUMULATIVE REMEDIES

In determining which remedy or remedies for a Party's violation are appropriate, a court may take into consideration the nature and extent of the violation, the remedy needed to prevent such violations in the future, whether the party has a history of previous violations of the same or similar kind, and such other considerations as are appropriate under the circumstance. Remedies are cumulative; the exercise of one shall not foreclose the exercise of others.

E. FAILURE TO ENFORCE

No Parties hereto shall be relieved of any of their obligations to comply promptly with any provision of this Agreement by reason of any failure of another Party to enforce prompt compliance, and one Party's failure to enforce shall not constitute a waiver of rights or acquiescence in the other Party's conduct.

VII. INDEMNITY AND INSURANCE

A. INDEMNIFICATION

Lake City Partners and King County shall defend, indemnify, and hold each other and the City of Shoreline, and their respective officers, officials, employees and volunteers harmless from any and all claims, damages, injuries, liabilities, actions, fines, penalties, costs and expenses of whatsoever kind and nature including but not limited to bodily injury, property damage, COVID-19 claims, and attorney fees ("Indemnified Claims") arising out of or related to the indemnifying Party's negligent acts or omissions in performance of this Agreement, except to the extent injuries and damages are caused by the negligence of another Party or the City of Shoreline.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Parties, their officers, officials, employees, and volunteers, each Party's liability hereunder shall be only to the extent of its own negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. INSURANCE

Lake City Partners shall maintain the types and amounts of liability insurance as specified below, or a fully funded self-insurance program, for the protection and handling of its liabilities, including injuries to persons and damage to property. Upon request by Shoreline and/or King County, and within five (5) business days of such request, Lake City Partners must provide a certificate of insurance or a letter of self-insurance, evidencing such coverage.

1. <u>Professional Liability, Errors or Omissions</u> insurance, appropriate to the activities being performed, with limits of liability not less than \$1,000,000 per claim and in the aggregate.

- 2. <u>Commercial General Liability</u> insurance at least as broad as Insurance Services Office (ISO) Form CG 00 01 and shall cover liability arising from premises, operation, stop-gap independent contractors, and personal injury and property damage with a limit of no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- 3. <u>Automobile Liability</u> insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on ISO Form CA 00 01 or a substitute form providing equivalent liability coverage with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage per accident.
- 4. <u>Worker's Compensation</u> coverage as required by the Industrial Insurance laws of the State of Washington.
- 5. Employer's Liability or "Stop-Gap" coverage in the amount of \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Worker's Compensation policy Part 2 (Employer's Liability) or, in states with monopolistic state funds, the protection provided by the "Stop-Gap" endorsement to the General Liability policy.

Shoreline and King County shall be included as additional insureds for full coverage and policy limits on all liability policies (excluding Worker's Compensation and Professional Liability). Lake City Partners shall submit to Shoreline and King County a copy of the insurance certificate(s) and all required endorsement(s) prior to performing any work under this agreement.

If Lake City Partners maintains higher insurance limits than the minimums shown above, Shoreline and King County shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Lake City Partners, irrespective of whether such limits maintained are greater than those required by this Contract or whether any certificate of insurance furnished to Shoreline and King County evidences limits of liability lower than those maintained by Lake City Partners.

King County maintains a fully funded Self-Insurance program for the protection and handling of its liabilities including injuries to persons and damage to property. King County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore, King County does not have the ability to name an entity as an additional insured.

If King County no longer maintains a fully funded self-insurance program for the protection and handling of its liabilities, King County shall obtain insurance of the types and limits described above during the term of this Agreement and extensions. These policies are to contain, or be endorsed to contain, provisions that 1) King County's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by Shoreline as excess of King County's insurance (except for professional

liability insurance); and 2) King County's insurance coverage shall not be cancelled during the term of this Agreement.

VIII. GENERAL PROVISIONS

A. RECORDS

King County and Shoreline acknowledge that they are local 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. The City and King County will retain this Agreement and all records related to this Agreement consistent with the records retention schedule for contracts/agreements issued by the Washington Secretary of State pursuant to chapter 40.14 RCW.

B. COMPLIANCE WITH APPLICABLE LAWS

King County and Lake City Partners agree to comply with all applicable federal, state, and local laws, rules, and regulations, including those pertaining to nondiscrimination, and agrees to require the same of any subcontractors providing services or performing any work related to the Agreement.

During the performance of this Agreement, no Party shall, in hiring or employment made possible or resulting from this Agreement, engage in unlawful discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, the presence of any sensory, mental, or physical handicap or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, the presence of any sensory, mental or physical handicap, or the use of a trained dog guide or service animal by a person with a disability.

During the performance of this Agreement, King County and Lake City Partners shall be knowledgeable of, remain current, and comply with all applicable health and safety guidelines, recommendations, and orders related to the COVID-19 public health emergency issued by the Public Health Department for King County, Washington State Department of Health, and/or US Center for Disease Control until such time as the public health emergency is no longer occurring.

C. 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. In any action or proceeding to enforce or interpret any provision of this Agreement, the prevailing part shall be entitled to recover its reasonable costs, expenses, and attorneys' fees incurred in such action or proceeding.

D. NON-WAIVER OF RIGHTS AND REMEDIES

No term or provisions of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other Party, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

E. FORCE MAJEURE

Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice, but no more than two (2) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision.

F. SUCCESSORS OR ASSIGNS

No Party shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other Parties.

G. NO THIRD-PARTY BENEFICIARIES

This Agreement is entered into by and among the Parties hereto and is not intended to confer any rights or remedies upon any other persons or entities.

H. EXECUTION OF AGREEMENT - COUNTERPARTS

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

I. NO REQUIREMENT OR APPROVAL TO PROCEED

This Agreement is made in contemplation of the former Oaks at Forest Bay Nursing Home site being utilized as a potential Enhanced Shelter site, it is not intended to either signify

approval or require that any Party proceed with the operation of a shelter at this or any other location. Nothing in this Agreement shall be construed to limit any discretionary decision whether to proceed with or authorize operation of the Enhanced Shelter contemplates by this Agreement.

J. ENTIRE AGREEMENT

This Agreement contains the entire agreement among the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. The Parties may request changes in this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this Agreement.

K. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Shoreline and King County, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

L. CAPTIONS

The titles of sections or any other parts of this Agreement are for convenience only and do not define or limit the contents.

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.

Debbie Tarry, City Manager	/Z 30 20 Date
KING COUNTY	
Dow Constantine, King County Executive	Date
LAKE CITY PARTNERS ENDING HOM	ELESSNESS
Melanie Neufeld, Executive Director	Date

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Debbie Tarry, City Manager KING COUNTY Dow Constantine, King County Executive LAKE CITY PARTNERS ENDING HOMELESSNESS

Melanie Neufeld, Executive Director

Date

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Debbie Tarry, City Manager	/2/30 /20 Date
KING COUNTY	
Dow Constantine, King County Executive	Date
LAKE CITY PARTNERS ENDING HOM	IELESSNESS
Melanie Neufeld. Executive Director	1/4/21 Date



Lake City Partners Ending Homelessness 501c3

Housing. Health. Economic Well-being.

Good Neighbor Plan

North King County Shelter (NKCS)

The Good Neighbor Plan is intended to create safety for the larger community of Shoreline and the surrounding neighborhood of the shelter at the Oaks facility as Lake City Partners' commit to serving the most vulnerable in the North King County area. NKCS will treat all its neighbors with dignity and respect. Staff of the NKCS will work with residents to ensure safety and respect for the neighboring community and commit to regular monitoring.

Open House:

• Facility tours will be planned for neighbors interested in seeing the facility.

Ongoing Communication:

• Staff are committed to responding and meeting with neighbors to address concerns, see contact information below.

Prevention:

- All residents will be required to sign an agreement with the commitment to:
 - o maintaining a peaceful presence in the community, respecting neighborhood residents and their property.
 - o not congregating in the neighboring residential or commercial area, behind building or in alleyways.
 - o disposing of litter in appropriate receptacles.
 - o following all parking policies including no abandonment of vehicles, no vehicle camping, and no parking of recreational vehicles on site.
 - o smoking in designated areas in the courtyard.
 - accessing shelter through front entrance only.
 - o quiet hours between 10pm-7am and refraining from excessive noise.
- All staff will regularly monitor areas surrounding the facility and schedule walks through local neighborhood and park to notice congregating and littering.
- Staff will work with residents to keep the grounds and facility clean and well-maintained, free of litter and mindful of noise during quiet hours.

Contact:

- Shelter contact: Kevin Maguire, Program Director kevin@lakecitypartners.org
- Shelter phone: 206-913-2267

Att. E - NKCS Resident Agreement North King County Shelter Resident Agreement

This resident agreement sets out the standards for staying in short-term temporary housing assistance ("shelter"). Since shelter is not a home, but rather a stepping stone to permanent housing and rejoining the community, there are certain expectations for you while in shelter. These standards ensure shelters are safe for everyone and that we work together to help you move as quickly as possible from emergency housing to a permanent home. Appropriate consequences will be determined for being non-compliant. Please review and take seriously the following concerns:

I will maintain a peaceful presence in the community, respecting neighborhood residents and the property. There will be no camping or congregating in the neighboring residential or commercial area.
I will follow all parking policies including no abandonment of vehicles, no vehicle camping, and no parking of recreational vehicles on site.
I will cooperate with staff and follow their instructions. I understand that failing to listen to staff in timely manner can create both personal and community safety issues.
I will not use violence or threats of violence. This includes instigating and inciting aggression out of another person. If I feel threatened by another person(s) I will contact the shelter staff and let them resolve it.
I will not bring any weapon onto the premises. Weapons include guns, knives, and any other objects designated as a dangerous weapon by applicable law, or any items staff feel poses a risk to yourself or others. Self-defense items (knives, etc) may be turned into staff immediately for holding during your stay.
I understand discriminatory language or behavior related to any of the following categories is not acceptable: race, religious affiliation, economic status, national origin, gender identity, and sexual orientation. I will not harass any other residents.
I agree to abstain from possessing, using, selling, or assisting in the possession, use, and sale of any intoxicant or controlled substance inside the shelter or on the property. This includes alcohol, marijuana, federally illegal substances, federally controlled substances, and any abused legal substances.
I will not take anything that doesn't belong to me. Shelter prohibits any criminal activity including theft.
I understand that the staff and volunteers of Lake City Partners Ending Homelessness do not assume any responsibility for personal property during my stay in the shelter.
I will keep my belongings and room reasonably tidy.
I will be fully dressed in public areas of the shelter.
I will respect the private rooms of other residents and only visit in public spaces
I understand that my storage is limited to 1 locker and cabinet. If I leave the shelter I have 14 day to retrieve my belongings from on-site storage before it is donated to the community.



Att. E - NKCS Resident Agreement North King County Shelter Resident Agreement

I will look after my pet and ensure that they are not a Pets will be limited to designated areas (private rooms, designates, but is not limited to: picking up after my pet, taking bet, leashing my pet in designated common areas, or quie	signated common area, and courtyard). This g responsibilities for damages created by my
I understand there is no entry between 10:00PM and ate returns to shelter or early leave for work or medical rea	
I understand if I have not returned to shelter and there nours, my room is forfeit. If you have not been present on staff about your absence, your room is forfeit. Please be at 14 days.	site for 5 days despite communicating with
I understand that if I break any of the above standard will need to submit to the shelter's resolution process. This my case manager and program director about ways to researe available for aid and resources if I find myself strugglin	resolution process includes speaking with olve harm I may have caused. Shelter staff
Client Signature	Date
Staff Signature	 Date