



City of Kenmore - 18120 68th Avenue NE - Kenmore, WA 98028
Phone: 425-398-8900 - E-mail: cityhall@kenmorewa.gov

City Council Regular Meeting

ON-SITE

MONDAY, SEPTEMBER 23, 2024 - 7:00 PM

In addition, we try to provide access to the meeting virtually:

ZOOM LINK: <https://kenmorewa-gov.zoom.us/j/86570938508>

ZOOM PASSWORD: 092324

Or One tap Mobile: US: +12532050468,,86570938508#

Or Telephone Dial US: +1 253 205 0468

Webinar ID: 865 7093 8508

ZOOM PASSWORD: 092324

SIGN UP FOR VIRTUAL PUBLIC COMMENT HERE: www.kenmorewa.gov/virtualpubliccomment

If you have technical difficulties accessing the meeting virtually, please contact the Deputy City Clerk at mkang@kenmorewa.gov.

Technical Difficulties - If the virtual component of the meeting disconnects, and we cannot resolve technical difficulties to reconnect the virtual component, the in-person meeting will continue at City Hall if there is a quorum of the body to conduct business.

Land Acknowledgement to Honor First Peoples

We acknowledge that the City of Kenmore is situated upon the ancestral lands of the Snohomish, Snoqualmie, Sauk-Suiattle, Duwamish, Stillaguamish, Tulalip, Suquamish, Muckleshoot, and other tribes who are part of the Coast Salish Peoples. We recognize and express our deepest respect for their enduring stewardship and profound relationship with this land, which they have cherished and protected since time immemorial. We honor the First Peoples, acknowledge their vibrant cultures, and commit ourselves to learning from their wisdom in our journey to promote justice, equity, and mutual understanding. We pledge to stand alongside these communities in acknowledging past injustices and working towards a future that respects and celebrates the diverse heritage of this land.

I. CALL REGULAR MEETING TO ORDER - 7:00 PM

II. ROLL CALL

III. LAND ACKNOWLEDGEMENT

IV. FLAG SALUTE

V. AGENDA APPROVAL

VI. PRESENTATIONS

- A. Introduce New Staff - Senior Development Review Engineer Doug van Gelder, presented by Development Services Director Samantha Loyuk
- B. Celebrating Inglemoor Women's High School Team Rowing Team at U.S. Rowing Youth National Championship

VII. PROCLAMATIONS

- A. Diaper Need Awareness Week - to be accepted by Director of Development & Community Relations Helen Banks Routon of KidVantage (formerly Eastside Baby Corner)

[Diaper Need Awareness Week - September 23-29, 2024](#)

- B. National Month for Renters - September 2024

[National Month for Renters - September 2024 \(added 9/16\)](#)

VIII. WHERE'S THE FUN?

IX. PUBLIC COMMENTS

Welcome to the Council's meeting. Please address your comments to the Mayor and Council. You'll have three minutes to speak. If there are more than 20 speakers, time will be reduced to two minutes per speaker. The Clerk will call your name when it's your turn. The Presiding Officer may choose to alternate between in-person and online comments. Please state your name and city of residence and keep within the allotted time. To make every person feel welcome and safe here; please refrain from booing, clapping, heckling, yelling, or other interruptions. The meeting is recorded for transparency. Thank you for being here, and for sharing your input respectfully.

VIRTUAL PUBLIC COMMENT PRE-REGISTRATION PROCESS: To provide public comments virtually, please fill out the [Virtual Public Comment Request Form](#) in advance of the meeting. The form opens Tuesdays at 12:00 Noon and closes Mondays at 12:00 Noon. You will be confirmed by the City Clerk. If you are having difficulty, please reach out to the City Clerk at awarhol@kenmorewa.gov.

X. CONSENT AGENDA

- A. Approve the City Council Special and Regular Meeting Minutes from Monday, September 9, 2024.
[City Council Special and Regular Meeting Minutes from September 9, 2024 \(added 9/18\)](#)

- B. Approve the City Council Special Meeting Minutes from Wednesday, September 11, 2024.
[City Council Special Meeting Minutes from September 11, 2024](#)

- C. Authorize the City Manager to execute Amendment No. 1 to Contract No. 23-C2930 with Center for Human Services (CHS) for Mental and Behavioral Health Counseling to adjust the scope of work and service period.
[Agenda Bill - Center for Human Services Contract Amendment No. 1 Attachment 1 - Contract No. 23-C2930](#)
[Attachment 2 - Proposed Amendment No. 2 to Contract No. 23-C2930](#)

XI. PRESENTATIONS (CONTINUED)

- A. Lodging Tax Update, presented by Department of Revenue representative Tiffany McCullough and State Lobbyist Shelly Helder
[Presentation - Lodging Taxes \(added 9/20\)](#)
- B. King County Regional Homelessness Authority (KCRHA) Update, presented by Subregional Planning Specialist Mallory Van Abbema
[Agenda Bill - KCRHA Update \(added 9/18\)](#)
[Attachment 1 - North King County ILA Progress Report, September 2024 \(added 9/18\)](#)
[Presentation - KCRHA \(added 9/18\)](#)

XII. STAFF REPORTS

XIII. COUNCILMEMBER REPORTS & COMMENTS

XIV. EXECUTIVE SESSION

- A. Confidential Session of the Council - Pursuant to RCW 42.30.110(1)(i), the City Council will now enter an executive session to discuss potential litigation. This executive session is slated to last approximately 30 minutes. No final action is expected.

XV. ADJOURNMENT

UPCOMING MEETINGS

- A. Monday, September 30, 2024 at 7:00 PM - City Council Special Meeting
Monday, October 7, 2024 at 7:00 PM - City Council Special Meeting
Monday, October 14, 2024 at 7:00 PM - City Council Regular Meeting
Monday, October 21, 2024 at 7:00 PM - City Council Regular Meeting

NOTICE OF POTENTIAL QUORUMS

[Click here for information about Potential Quorums of the City Council.](#) Now found on the City website under City Council Meetings.

City of Kenmore, Washington
Proclamation

WHEREAS, diaper need, the condition of not being able to afford a sufficient supply of clean diapers to keep babies and toddlers clean, dry, and healthy, can adversely affect the health and well-being of children and their families; and

WHEREAS, national surveys and research studies report that nearly one in two families struggles with diaper need, and 48 percent of families delay changing a diaper to extend the available supply; and

WHEREAS, a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in childcare programs and quality early-education programs that enable children to thrive and parents to work; and

WHEREAS, many parents struggling with diaper need report missing an average of five days of work each month due to an insufficient supply of diapers; and

WHEREAS, without enough diapers, babies and toddlers risk infections and health problems that may require medical attention resulting in medical costs, and parents may be prevented from accessing childcare needed to go to work or school, thereby destabilizing the family's economic prospects and well-being; and

WHEREAS, the people of Kenmore recognize that diaper need is a public health issue, and addressing diaper need can lead to economic opportunity for the state's families and communities and improved health for children, thus ensuring all children and families have access to the basic necessities required to thrive and reach their full potential; and

WHEREAS, Kenmore is proud to be home to trusted community-based organizations including KidVantage that recognize the importance of diapers in ensuring health and providing economic stability for families and thus distribute diapers to families through various channels; and

WHEREAS, through their important work of addressing diaper need, diaper banks play a critical role in supporting families, improving infant health and wellbeing, and advancing our local and state economic growth.

NOW THEREFORE, I, Nigel Herbig, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim **September 23-29, 2024** to be **National Diaper Need Awareness Week** throughout the City of Kenmore. The City thanks the diaper banks, their staff, volunteers and donors, for their courageous service during the crisis, and encourage the residents of Kenmore to donate generously to diaper banks, diaper drives, and support those organizations that collect and distribute diapers to families struggling with diaper need, so that all of Kenmore children and families can thrive and reach their full potential.

IN WITNESS WHEREOF, signed this 23rd day of September 2024.

Signed: _____ Attested: _____
Nigel Herbig, Mayor Anastasiya Warhol, City Clerk

City of Kenmore, Washington Proclamation

WHEREAS, polling conducted in Kenmore routinely demonstrates that residents are most concerned with affordable housing; and

WHEREAS, rental housing is a vital component of the Kenmore housing market, providing a place to live for nearly 3,000 households, and nearly 7,000 residents; and

WHEREAS, the number of households renting their homes increased by nearly a 1,000 over the past decade, a 41% increase, and the largest 10- year gain on record; and

WHEREAS, annual median income of renters in Kenmore is \$71,573, compared to the annual median income of homeowners, \$175,260; and

WHEREAS, under Federal standards, 50% of renters in Kenmore are cost burdened, spending over 30% of their income on housing, and 18% of renter households are severely cost burdened, spending more than 50% of their income on housing, compared to 22% of homeowners being cost burdened, and 9% of being severely cost burdened; and

WHEREAS, severely cost-burdened renters are more likely to experience poor health outcomes, educational setbacks, loss of jobs and productivity, and greater food instability; and

WHEREAS, Kenmore City Council's #1 Priority is to increase and preserve the options for affordable housing.

NOW THEREFORE, I, Nigel Herbig, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim **September 2024** to be **National Month for Renters** throughout the City of Kenmore.

IN WITNESS WHEREOF, signed this 23rd day of September 2024.

Signed: _____ Attested: _____
Nigel Herbig, Mayor Anastasiya Warhol, City Clerk

**City of Kenmore
City Council Meeting
Special & Regular Meeting Minutes
Monday, September 9, 2024**

These minutes are created to capture Council action. This is not a verbatim transcript.
Meeting video and audio is available on the City YouTube channel.

PRESENT:

Councilmembers: Mayor Nigel Herbig (virtual)
Deputy Mayor Melanie O’Cain - Presiding
Councilmember Joe Marshall
Councilmember Debra Srebnik
Councilmember Valerie Sasson
Councilmember Jon Culver
Councilmember Nathan Loutsis

Staff: City Manager Rob Karlinsey
Deputy City Manager Stephanie Lucash
City Attorney Dawn Reitan
City Clerk Anastasiya Warhol
Deputy City Clerk Michelle Kang
Principal Planner Todd Hall
Development Services Director Samantha Loyuk
Finance & Administration Director Melinda Merrell

Speaking Guests: Cathy Assata, Proclamation Recipient
Marc Oommen, Proclamation Recipient
Marisol Bejarano, Proclamation Recipient
Mary Pat O’Leary, Proclamation Recipient (virtual)
Tyler Running Deer, eCityGov Executive Director
Dwight Thompson, Planning Commission Chair
Mike Vanderlinde, Planning Commission Vice Chair
Chris Olson, Planning Commissioner
Tracy Banaszynski, Planning Commissioner
David Dorrian, Planning Commissioner (virtual)

Public Comment Speakers:
Jeff Snedden, Lake Forest Park Resident
Patrick O’Brien, Kenmore Resident

Dakota Rash, Lake Forest Park
Tracy Banaszynski, Kenmore Resident
Kara Macias, Kenmore Resident
Elizabeth Mooney, Kenmore Resident
Jim Myers, Kenmore Resident
Nancy Hansen, Kenmore Resident
Stacey Valenzuela, Kenmore Resident (virtual)

CALL SPECIAL MEETING TO ORDER

Deputy Mayor O’Cain called the special meeting to order at 6:00 PM.

EXECUTIVE SESSION

Confidential Session of the Council - Pursuant to RCW 42.30.110(1)(i), the City Council entered an executive session to discuss potential and pending litigation. The executive session was slated to last approximately 60 minutes until 7:00 PM. At 6:59 PM, Deputy Mayor O’Cain announced the executive session was to be extended for 30 minutes until approximately 7:30 PM. At 7:30 PM, Deputy Mayor O’Cain announced that the executive session was to be extended for 15 additional minutes, set to end at 7:45 PM. Executive Session concluded at 7:45 PM. No final action was taken.

ADJOURN SPECIAL MEETING

Deputy Mayor O’Cain adjourned the special meeting at approximately 7:47 PM.

CALL REGULAR MEETING TO ORDER

Deputy Mayor O’Cain called the regular meeting to order at 7:47 PM.

LAND ACKNOWLEDGEMENT

Deputy Mayor O’Cain read the Land Acknowledgement Honoring First Peoples.

FLAG SALUTE

Deputy Mayor O’Cain led the Council in the flag salute.

AGENDA APPROVAL

MOTION: Councilmember Culver moved to remove Business Agenda Item B (Amendments to the Exceptional Tree Ordinance). Councilmember Marshall seconded the motion. **VOTE:** Motion was approved by UNANIMOUS CONSENT.

PROCLAMATIONS

- A. The Deputy Mayor proclaimed September 2024 as National Recovery Month throughout the City of Kenmore. Cathy Assata, Substance Use Treatment Director, from the Center for Human Services, accepted this year's proclamation.
[National Recovery Month - September 2024](#)
- B. The Deputy Mayor proclaimed September 2024 as Suicide Prevention Awareness Month throughout the City of Kenmore. Marc Oommen, Executive Director from National Alliance on Mental Illness (NAMI) Eastside, accepted this year's proclamation.
[Suicide Prevention Awareness Month - September 2024](#)
- C. The Deputy Mayor proclaimed September 15-October 15, 2024, as Hispanic and Latino Heritage Month throughout the City of Kenmore. Marisol Bejarano, Director of Health and Wellness Programs at Latino Educational Training Institute accepted this year's proclamation.
[Hispanic and Latino Heritage Month - September 15 - October 15, 2024](#)
- D. The Deputy Mayor proclaimed September 23-27, 2024, as Falls Prevention Awareness Week throughout the City of Kenmore. Mary Pat O'Leary, Co-Lead of King County Fall Prevention Coalition, accepted this year's proclamation.
[Falls Prevention Awareness Week - September 23-27, 2024](#)

WHERE'S THE FUN?

City Manager Rob Karlinsey highlighted three community love notes from August: NEXUS Kenmore Mental Health Fair, Kenmore QUAD, Thoughtful Citizens' Kenmore Children's Business Fair.

PUBLIC COMMENTS

The City Council took comments from the public.

Timestamped link here:

<https://www.youtube.com/live/OfulCSWmfyE?si=FApuVuP5sgmHPwMd&t=7971>

CONSENT AGENDA

- A. Approve the City Council Special Meeting Minutes from Friday, August 16, 2024.
[City Council Special Meeting Minutes from August 16, 2024](#)
- B. Adopt Resolution No. 24-415, updating the purchasing and contracting policies and procedures.
[Agenda Bill - Purchasing and Contracting Policies and Procedures](#)
[Attachment A - Proposed Resolution No. 24-415](#)
[Attachment B - Summary of Purchasing Policy Changes](#)

- C. Authorize the City Manager to execute Amendment No. 5 to Contract No. 21-C2667 with PACE Engineers, Inc. to increase the contract amount, substantially and materially in the form attached.
[Agenda Bill - Amendment No. 5 to Contract No. 21-C2667 with PACE Engineers](#)
[Attachment 1 - Amendment No. 5 to Contract No. 21-C2667](#)
- D. Authorize the City Manager to execute Amendment No. 1 to Contract No. 23-C2995 with Kimley-Horn for completion of a land capacity analysis that supports assistance with Comprehensive Plan and Code Amendments, in an amount not to exceed \$26,250 that increases the total contract to \$111,250.
[Agenda Bill - Amendment No. 1 to Contract No. 23-C2995 with Kimley-Horn](#)
[Attachment 1 - Amendment No. 1 to Contract No. 23-C2995](#)
[Attachment 2 - Contract No. 23-C2995](#)
- E. Authorize the City Manager to execute Contract No. 24-C3074 with Elyon Maintenance for Mitigation for mitigation site vegetation management and maintenance, in an amount not to exceed \$560,000.
[Agenda Bill - Contract No. 24-C3074 \(added 9/4\)](#)
[Attachment 1 - Contract No. 24-C3074 \(added 9/4\)](#)
- F. Authorize the City Manager to execute Contract No. 24-C3076 for landscape maintenance to maintain right of way improvements installed as part of Walkways and Waterways on Juanita Drive NE and 68th Ave NE as well as the West Sammamish River Bridge Replacement project, in an amount not to exceed \$420,000 through December 2026.
[Agenda Bill - Contract No. 24-C3076 \(added 9/5\)](#)
[Attachment 1 - Draft Contract No. 24-C3076 for Landscape Maintenance Services \(added 9/5\)](#)
[Attachment 2 - RFP No. 24-C3076 \(added 9/5\)](#)
- G. Authorize the City Manager to execute Contract No. 24-C3081, Consultant Services with Gordon Thomas Honeywell, through December 31, 2026.
[Agenda Bill - Contract No. 24-C3081](#)
[Attachment 1 - Contract No. 24-C3081](#)
- H. Authorize the City Manager to execute a contract with Jacobs for an amount up to \$1,300,000 (which includes a 10% contingency) for design, permitting, and right-of-way services for the Lower Swamp Creek Bridge Replacement Project.
[Agenda Bill - Contract with Jacobs for Lower Swamp Creek Bridge Replacement Project](#)

MOTION: Councilmember Marshall moved to approve the consent agenda (items A-H) outlined above. Councilmember Culver seconded the motion. VOTE: Consent Agenda was approved by UNANIMOUS CONSENT.
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PRESENTATION

eCityGov Alliance and My Building Permit (MBP) Back-End Permitting System, presented by Tyler Running Deer, eCityGov Executive Director.

[Presentation \(added 9/9\)](#)

eCityGov Executive Director Tyler Running Deer presented to the Council, covering the eCityGov Alliance and its MyBuildingPermit (MBP) software system. He presented a proposal for shared consistency in the permitting process and standards across jurisdictions. The presentation detailed the Alliance's history, formed through interlocal agreements to streamline services like online permit applications for building and land use. It outlined Kenmore's proposed budget improvements for MBP system upgrades from 2025 to 2027, highlighting the benefits of improved efficiency, cross-jurisdictional standards, and a new permit tracking system, alongside a potential backend rebuild for MBP. Staff explained that they would like to request state funding for the initial investment in the backend system.

BUSINESS AGENDA

A. Comprehensive Plan Amendments Planning Commission Recommendations, presented by Community Development Director Debbie Bent, Principal Planner Todd Hall, and Planning Commissioners, *for discussion*

- Downtown Element
- Community Design Element
- Surface Water Element
- Table CF-B Surface Water Facilities Capital Improvements (Capital Facilities Element)
- Natural Environment Element
- Amendments to Chapter 18.20 KMC - Technical Terms and Land Use Definitions
- Amendments to Chapter 18.55 KMC - Critical Areas

[Agenda Bill - Downtown Element and Community Design Element](#)

[Exhibit A - Draft Downtown Element](#)

[Exhibit B - Draft Community Design Element](#)

[Exhibit C - Summary of Proposed Comprehensive Plan Amendments](#)

[Agenda Bill - Surface Water Element, Capital Facilities Element, Natural Environment Element, and KMC Amendments \(added 9/4\)](#)

[Exhibit A - Draft Surface Water Element \(9/4\)](#)

[Exhibit B - Draft Table CF-B Capital Facilities Element \(added 9/4\)](#)

[Exhibit C - Draft Natural Environmental Element \(added 9/4\)](#)

[Exhibit D - Draft Amendments to Chapter 18.20 KMC - Technical Terms and Land Use Definitions \(added 9/4\)](#)

[Exhibit E- Draft Amendments to Chapter 18.55 KMC - Critical Areas \(added 9/4\)](#)

[Exhibit F- Summary of Proposed Comprehensive Plan Amendments \(added 9/4\)](#)

Planning Commissioners presented their findings to the Council. The Commission noted that the Downtown Element amendments were a “light touch” because the Commission needs professional guidance and context on a downtown strategy before they can make substantive changes to the element. The Community Development team and Planning Commission will revisit the interim draft when a new strategy and plan for the downtown has been created.

The Council had additional comments pertaining to the separate elements. The Council also commended the Planning Commission for the productive and hard work.

- B. Business Agenda item B, “Amendments to the Exceptional Tree Ordinance” was removed during Agenda Approval above.
- C. *1st Quarter 2024 Financial Report, presented by Finance & Administration Director Melinda Merrell, to receive and file*
[Agenda Bill - 1st Quarter 2024 Financial Report](#)
[Attachment 1 - 1st Quarter 2024 Financial Report](#)
[Presentation - General and Other Revenue Funds, Year to Date as of 6/30/2024](#)
[\(added 9/9\)](#)
- D. *2nd Quarter 2024 Financial Report, presented by Finance & Administration Director Melinda Merrell, to receive and file*
[Agenda Bill - 2nd Quarter 2024 Financial Report](#)
[Attachment 1 - 2nd Quarter 2024 Financial Report](#)
[Presentation - General and Other Revenue Funds, Year to Date as of 6/30/2024](#)
[\(added 9/9\)](#)

Finance and Administration Director Melinda Merrell presented the quarterly reports. She highlighted the following points:

- General Fund revenues are slightly over for the biennium at 78.9%
- General Fund expenditures are below budget at 58.5%
- Interest revenue high at 121% of budget
- Development Fees & Permits revenues is 116.5% of budget
- Real Estate Excise Tax (REET) revenues are lagging at about 80% of target
- All other funds tracking as expected

STAFF REPORTS

No staff reports.

COUNCILMEMBER REPORTS & COMMENTS

Initiative Measure No. 2066

There was Council consensus to discuss Initiative 2066 at a future Council meeting. Mayor Herbig agreed to connect with the City Manager for the proper timing.

Proclamation for a Month for Renters

There was Council consensus to bring this proclamation to a future meeting.

Recognition

Deputy Mayor recognized Councilmember Nathan Loutsis for earning his Certificate of Municipal Leadership, issued by the Association of Washington Cities.

Right of Way Maintenance cost-sharing with property owner

The Council would like to discuss a possible policy on cost-sharing maintenance requests in the right-of-way.

ADJOURNMENT

Deputy Mayor O'Cain adjourned the meeting at approximately 10:52 PM.

Nigel Herbig, Mayor

Anastasiya Warhol, City Clerk

**City of Kenmore
City Council Meeting
Special Meeting Minutes
Wednesday, September 11, 2024**

These minutes are created to capture Council action. This is not a verbatim transcript.
Meeting video and audio is available on the City YouTube channel.

PRESENT:

Councilmembers: Mayor Nigel Herbig
Deputy Mayor Melanie O’Cain
Councilmember Joe Marshall
Councilmember Debra Srebnik
Councilmember Valerie Sasson
Councilmember Nathan Loutsis

Staff: City Manager Rob Karlinsey
Deputy City Manager Stephanie Lucash
City Clerk Anastasiya Warhol
Deputy City Clerk Michelle Kang

Special Guests: State Representative Davina Duerr
State Representative Shelley Kloba
State Senator Derek Stanford
King County Councilmember Rod Dembowski
Gordon Thomas Honeywell Lobbyist Shelly Helder

CALL SPECIAL MEETING TO ORDER

Mayor Herbig called the special meeting to order at 6:00 PM. The Council and guests were provided dinner prior to beginning discussion of agenda topics.

SUCSESSES TO SHARE

City Manager Rob Karlinsey and Deputy City Manager Stephanie Lucash thanked King County Councilmember Rod Dembowski and Washington State 1st District Legislators Davina Duerr, Shelley Kloba, and Derek Stanford for all their work supporting Kenmore this past year. The following successes were highlighted and discussed between the Council, Staff, and guests:

1. Opening of Connections Health Crisis Response Center
2. Regional Crisis Response Co-Responder Program
3. Senior Women’s Shelter Announcement

4. Lakepointe Shoreline Acquisition: Conservation Futures Grant Funding
5. Public Works Operations Center Status Update - \$450,000 in capital budget for geothermal heating/cooling system
6. Sidewalk Projects
 - 84th Ave NE - \$3.1M in transportation budget, dependent on CCA
 - 61st Ave NE - \$3.5M inadvertently removed from state budget, but commitment to restore next year

CURRENT AND EMERGING PRIORITIES

The following topics were discussed between the Council, Staff, and guests:

1. eCityGov Alliance Permitting System
2. Implement of Climate Action Plan
3. Culvert funding in support of Rapid Progress+
4. City fiscal sustainability due to 1% property tax cap
5. Dedicated revenue for affordable housing
6. Upcoming County Parks Levy Renewal: North End Pool, Lakepointe, etc.
7. Other, including Metro Flex

ADJOURN SPECIAL MEETING

Mayor Herbig adjourned the special meeting at approximately 7:28 PM.

Nigel Herbig, Mayor

Anastasiya Warhol, City Clerk



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Special Projects Contract No. 23-C2930 Amendment 1 Center for Human Services (CHS)- Mental & Behavioral Health Counseling Proposed Council Action/Motion: Authorize the City Manager to execute Amendment No. 1 of Contract 23-C2930 with CHS for Mental and Behavioral Health Counseling to adjust scope of work and service period.	For Council Meeting Agenda of: 09/23/2024 Department: City Manager's Office Prepared by: Garrett Oppenheim, Assistant to the City Manager <table><thead><tr><th></th><th><u>Initial & Date</u></th></tr></thead><tbody><tr><td>Approved by Department Head:</td><td><u>SLL, 9/6/24</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>DR</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>MM</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK</u></td></tr></tbody></table> Attachments/Exhibits: 1. Contract No. 23-C2930 2. Contract No. 23-C2930 Amendment 1		<u>Initial & Date</u>	Approved by Department Head:	<u>SLL, 9/6/24</u>	Approved by City Attorney:	<u>DR</u>	Approved by Finance Director:	<u>MM</u>	Approved by City Manager:	<u>RK</u>
	<u>Initial & Date</u>										
Approved by Department Head:	<u>SLL, 9/6/24</u>										
Approved by City Attorney:	<u>DR</u>										
Approved by Finance Director:	<u>MM</u>										
Approved by City Manager:	<u>RK</u>										
Summary: This amendment adjusts the scope of work for the contract in such a way as to locate it at Kenmore Middle School (KMS) for the next two school years (2024-25 and 2025-26). It resets eligibility to receive services so that as long as Northshore School District provides two days of on-site counseling services to KMS students per week, CHS may serve the entire student body, regardless of client residence in the City of Kenmore; if the District ceases to provide for such services at KMS, service provision shall be made available only to KMS students who reside in the City of Kenmore. It also extends the program an additional year with service provision in each year being half of what would have been expected in the single year otherwise remaining.											
Information/Background: On May 16, 2022, the Kenmore City Council adopted a \$575,000 American Rescue Plan Act (ARPA) Work Program for 2022-2026 that included \$250,000 for Human Services Funding. The City issued a Request for Proposals (RFP) on April 21, 2023, and received multiple responses. After a thorough evaluation, the City selected CHS as its partner on this program. City Council approved the original contract on June 26, 2023 and services were provided at Inglemoor High School (IHS) during the 2023-24 school year. Late in the school year, a mutual decision was made between CHS, the Northshore School District, and the City of Kenmore that the program would be better suited for Kenmore Middle School. Discussions with the principal at KMS indicated that the program would in fact fill a need there. The District is providing two days of mental health counseling on site at KMS so the decision was made											

that CHS could provide them at least two other days each week. With service provision limited to two-three days per week at KMS, we deemed it most reasonable to double the remaining term of the contract while maintaining the contract's value. As the student population is made up of approximately 50% Kenmore residents and the District is providing mental health counseling two days a week, it made sense to the team to allow the CHS therapist to see any student as long as the District continues providing such treatment. It proved to be a large administrative burden at IHS to distinguish between students who were Kenmore residents and thus eligible to receive treatment and those who resided elsewhere and were not; that burden added to the stress that prevented the program from reaching its full potential at IHS and its removal should allow for the program to be successful at KMS.

Fiscal Consideration:

There is no change in the financial terms of the contract.

City Council Priority or Budget Objective Being Addressed:

- 5. Implement the Diversity, Equity, Inclusion, and Accessibility (DEIA) Strategic Plan. (2024)
- 10. Support the post-pandemic recovery process. (2024)

City of Kenmore Contract #: 23-C2930

Allocated Total Amount: \$225,342

Date Start: 7/1/2023 End: 8/31/2025

CONTRACT FOR PROVISION OF HUMAN SERVICES

THIS AGREEMENT is entered into on this 26th day of July 2023, by and between the CITY OF KENMORE, a Washington municipal corporation (“City”) and Center for Human Services (CHS), a Washington nonprofit organization (“Agency”).

Agency Name:	Center for Human Services
Program Name:	City of Kenmore ARPA Mental & Behavioral Health Counseling
Street Address:	17018 15 th Ave NE
City, State Zip:	Shoreline, WA 98155
Agency Contact:	Beratta Gomillion
Agency Phone Number:	206-362-7282
Email Address:	bgomillion@chs-nw.org

RECITALS:

WHEREAS, the COVID-19 pandemic wreaked untold damage on the mental health of nearly all Americans, and

WHEREAS, Congress passed the American Rescue Plan Act (ARPA) and President Biden signed it into law on March 11, 2021, to provide \$1.9 trillion in COVID-19 response and recovery funds across the United States, including \$350 million for local, state, tribal, and territorial governments; and

WHEREAS, the City of Kenmore received approximately \$6.4 million in ARPA funding which must be allocated by the end of 2024 and expended by the end of 2026; and

WHEREAS, the Kenmore City Council, at its May 16, 2022 meeting, approved an ARPA Work Program that included \$250,000 for Human Services Funding; and

WHEREAS, the ARPA Final Rule presumes that the general public was impacted with regard to behavioral health such that all related programs and services are reasonably proportionate responses; and

WHEREAS, the ARPA Final Rule specifically allows for enhanced services in schools to address increased rates of behavioral health challenges for youths; and

WHEREAS, the City of Kenmore released a Request for Proposals (RFP) in April 2023 in search of a community organization to provide mental and behavioral health counseling; and

WHEREAS, the Consultant applied under this RFP and was selected in a competitive process to provide these services; and

WHEREAS, the City desires to have the Agency perform counseling services pursuant to certain terms and conditions,

NOW, THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT:

1. **Scope and Schedule of Services to be Performed by Agency.** The Agency shall perform those services described on Exhibit A which is attached hereto and incorporated herein by this reference as if fully set forth herein. In performing such services, the Agency shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Agency shall request and obtain prior written approval from the City to modify the scope or schedule in any way.
2. **Maximum Compensation and Method of Payment.** The City shall pay the Agency for services rendered as described in Exhibit A. The Agency shall submit invoices every other month, on the form attached as Exhibit "B." The bimonthly amount billed shall be those detailed in the table in Section 5.B of Exhibit A unless other arrangements are made in writing. The total amount to be paid shall not exceed \$112,464 in the first year of the contract's execution. The amount paid will not exceed \$112,877 in the second contract year of contract execution.
3. **Non-Appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Agency and shall not be obligated to make payments for services after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.
4. **Agency Budget.** The Agency shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement in exchange for the services provided by the Agency as described in Exhibit A. If the Agency desires to amend its budget in any way, it shall request prior written approval from the City.
5. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing July 1, 2023 and ending August 31, 2025. This contract may be terminated at any time, pursuant to the provisions hereinafter specified.

6. **Independent Agency.** Agency and City agree that Agency is an independent Agency with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Agency nor any employee of Agency shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Agency, or any employee of the Agency. The City makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
7. **Work Performed at the Agency's Risk.** The Agency shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of providing the services hereunder and shall utilize all protection necessary for that purpose. All services shall be provided at the Agency's own risk, and the Agency shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Agency for use in connection with the provision of services.
8. **Indemnification.** The Agency shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney's fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, 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 Agency and the City, its officers, officials, employees, and volunteers, the Agency's liability hereunder shall be only to the extent of the Agency's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Agency'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.

The provisions of this section shall survive the expiration or termination of this Agreement.

9. **Insurance Requirements.**

A. **Insurance Term.** The Agency shall procure and maintain insurance, as required in this

Section, without interruption from commencement of the Agreement and such coverage shall remain in effect through the term of the Agreement.

- B. No Limitation. The Agency's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Agency to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance. The Agency's required insurance shall be of the types and coverage as stated below:
1. *Automobile Liability* insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 2. *Commercial General Liability* insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Agency's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
 3. *Workers' Compensation* coverage as required by the Industrial Insurance laws of the State of Washington.
- D. Minimum Amounts of Insurance. The Agency shall maintain the following insurance limits:
1. *Automobile Liability* insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. *Commercial General Liability* insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate limit.

E. City Full Availability of Agency Limits.

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

F. Other Insurance Provision. The Agency's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Agency's insurance and shall not contribute with it.

G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

H. Verification of Coverage. The Agency shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Agency before commencement of the work. Upon request by the City, the Agency shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

I. Subcontractors' Insurance. The Agency shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Agency-provided insurance as set forth herein, except the Agency shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Agency shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

J. Notice of Cancellation. The Agency shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

K. Failure to Maintain Insurance. Failure on the part of the Agency to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Agency to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Agency from the City.

10. Record Keeping and Reporting.

- A. The Agency shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with Chapter 40.14 RCW and by the City.

11. Audits and Inspections. The Agency agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Agency's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City or its agents during the performance of this Agreement.

12. Termination. This Agreement may at any time be terminated by the City giving to the Agency thirty (30) days' written notice of the City's intention to terminate the same. Failure to provide products or services on schedule and/or as set forth in Exhibit A may result in contract termination. If the Agency's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement.

13. Force Majeure. Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's

performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure.

14. **Discrimination Prohibited.** The Agency shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Agency to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, sexual orientation, or presence of any sensory, mental or physical handicap.
15. **Assignment and Subcontract.** The Agency shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment without the prior written consent of the City shall be void.
16. **Entire Agreement.** This Agreement contains the entire Agreement between 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. Either party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
17. **Waiver.** Any waiver by the Agency or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
18. **Modification.** This Agreement may only be amended by written agreement signed by both Parties.
19. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.
20. **Compliance with Laws.** The Agency agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Agency's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.
22. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
23. **Notices.** All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

A. Notices to the City of Kenmore shall be sent to the following address:

City of Kenmore
Attn: City Clerk
18120 68th Ave NE
Kenmore, WA 98028
Email: awarhol@kenmorewa.gov Phone: 425-398-8900

B. Notices to the Agency shall be sent to the following address:

Contact Name: Beratta Gomillion
Agency Name: Center for Human Services
Street Address: 17018 15th Ave NE
City, State Zip: Shoreline, WA 98055
Email: bgomillion@chs-nw.org Phone: 206-631-8802

24. **Venue.** This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.
25. **Public Disclosure.** Agency understands that this Agreement is with a government agency and thus all records that meet the definition of public records may be subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW (“the Act”). The parties

acknowledge that the health care records created between Agency and participants are confidential and shall not be submitted to the City.

Agency agrees to safeguard and preserve public records in accordance with the Act. The City may be required, upon request, to disclose the Agreement and the public records submitted to the City by Agency, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Agency to search its files for responsive records, Agency agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

IN WITNESS WHEREOF, the City and the Agency have executed this Agreement as of the date first above written.

CITY OF KENMORE, WASHINGTON

AGENCY RECEIVING FUNDS

Stephanie Lucash
Stephanie Lucash (Jun 27, 2023 11:27 PDT)

Stephanie Lucash, Acting City Manager
Date: Jun 27, 2023

By: Beratta Gomillion
Beratta Gomillion (Jun 27, 2023 12:04 PDT)

Name: Beratta Gomillion
Title: Executive Director
Date: Jun 27, 2023

APPROVED AS TO FORM

Curtis Chambers
Curtis Chambers (Jun 29, 2023 11:08 PDT)

Kenmore City Attorney's Office

EXHIBIT A: SCOPE OF WORK

Center for Human Services ("CHS" or "Consultant") shall furnish behavioral health and family support services to residents of the City of Kenmore. All such activities shall be provided in a manner which fully complies with all applicable federal, state, and local laws, statutes, rules, and regulations, as are now in effect or hereafter may be amended.

1. Deliverables.

In accordance with Section 3 of the Agreement and the terms of this Exhibit A, the City shall periodically provide funding to CHS. CHS shall exclusively use such funding to provide the deliverables described below.

A. Behavioral Health Services:

CHS shall use funds to provide **behavioral health services** to residents of the City of Kenmore in the manner described in this subsection.

- "Behavioral health services" is an umbrella term that includes the treatment of mental health conditions and substance use disorders.
- "School-based behavioral health services" is a term to describe behavioral health services that are performed at a school.

CHS shall make the following school-based behavioral health services available to residents of the City of Kenmore, both students and adult members of their families.

- Outreach and engagement: Non-client activities to facilitate services and/or meet individual/family needs to include interactions with students on a drop-in and scheduled basis.
- Collaboration and consultation with school personnel: Where specific client's needs or school services in general are discussed for the purpose of providing effective services.
- Behavioral health assessments: A procedure by which clinicians, using observation, interviews, and psychological tests or screening tools, develop a summary of the client's symptoms and problems which will inform the development of a treatment plan and other decisions.
- Individual/group/family counseling: The provision of therapeutic guidance in resolving personal, social, and/or psychological difficulties using various modalities.
- Social Determinants of Health Screening/Assessments: Identification and evaluation of a person's specific area of needs that influence their outcomes (i.e., housing, food, safety, etc.).
- Case management services: A professional and collaborative process

that assesses, plans, implements, monitors, and evaluates the options and services required to meet a student's social/emotional/health needs.

B. Description of Services

a. Outreach

CHS has ample data from services already being provided to identify the needs of the community. CHS not only will have its own data, but obtains information from various informal needs assessments that have been conducted and the narrative stories heard from school officials, parents, and other sources with whom CHS already has strong relationships. The most important thing is to first learn from the schools what needs they see and want help with from CHS's MH School-Based Therapists. CHS will have a dedicated MH Leadership team for each school district who will initially start conversations at school and district levels to provide schools with options for partnership. The program is designed to meet monthly with districts for ongoing feedback and furthering partnership; CHS can be responsive to the changing needs as the program goes along. CHS's MH Leadership will continue to closely collaborate with school administration and providers to begin rolling out a referral process that works for the particular school. CHS has already begun the process to plan for the fall which includes the onboarding and training of new therapists that will be serving at schools the City of Kenmore wants to prioritize.

b. Operations

Unlike SBIRT services which provide screening, brief intervention (short term therapy), and referral for on-going services, CHS will provide ongoing therapy.

The day-to-day operations would typically comprise a therapist arriving at the school 30 minutes before the bell rings, to collaborate with staff on the schedule or arising needs of the day and ensure the therapist is organized and ready to be efficient for the next 6 hours of school. During the school day, the clinician sees a mix of drop-in support clients (typically identified by a school counselor, admin, teachers, or other support professionals) and ongoing clients who have been identified as having no other resource for therapy. Throughout the day, the therapist checks in with staff for ongoing crisis concerns and case management needs, such as helping families navigate housing, food insecurities, and mental health accommodations recommended at school. At the end of the day, the therapist stays for the last 90 minutes of their 8-hour shift to connect more in-depth with staff while students are not in the building. These connections may be about current students the therapist has seen and concerns arising that the school can help support, or it may be providing more mental health education and consultation to staff who are seeking or need

additional training or information. At times, CHS therapists are invited to meetings for specific students or as a mental health representative in general, such as “student of concern meetings” and IEP meetings. If Kenmore schools allow, this is the model CHS most recommends to best embed mental health in every possible layer of a school system.

In the school program, CHS aims to provide mental health therapy with low or no barriers to service. CHS strives to serve traditionally underserved populations and to bring services to them, with added emphasis on community collaboration. However, CHS has discovered that there are many non-billable hours from the Coordinator and Therapist that are needed to establish a working collaboration and successful school-based program. These non-billable time includes activities such as outreach to both students, their families and school staff; engagement activities (working with a student before they become a client to build rapport); crisis management even if the student is not enrolled as their client; giving access to the entire school professional staff with a licensed Mental Health Professional to consult on any needs that arise; and providing services when there is no funding source. These services are foundational to offering a school-based behavioral health program.

c. Services During Summer Months

During the summer when school is not in session, CHS staff will continue working with students, their families, and other residents. When schools are closed, a CHS therapist will continue to meet with students/families in ongoing therapy services provided at a CHS office or via telehealth. There will not be a break in services due to school buildings being closed. Depending on Northshore School District’s arrangement, if school officials are working during the summer, they will remain in close coordination, however, in absence of school staff, CHS will continue to identify referral channels and give the same support to students/families, and then update school staff once they return.

2. Locations

CHS will provide behavioral health services to residents of the City of Kenmore at the designated schools serving residents of the City of Kenmore.

3. Personnel

a. Staff Resources

a. Mental Health Therapist

- CHS will hire one FTE to provide embedded services in schools located in Kenmore and identified as having the highest needs.

The overarching goal of the program is to increase access to behavioral health services within the community. Unlike most agencies, our school-based program is its own program, meaning, our master level mental health therapists are trained specifically for and dedicated to working in school-systems. Our therapists are aware of school processes, procedures, and work closely with school staff to provide coordinated care.

- b. School-Based MH Manager
 - Layal Rassas very capably holds this position at CHS. CHS will dedicate 2 hours of her time per week for oversight and coordination of this project, as well as provide supervision to the clinicians. Layal has a master's degree in clinical social work with specialization in schools and has worked for CHS since 2021.
- c. Associate Mental Health Director
 - Amanda O'Dell, LMFT, is the CHS Associate Mental Health Director. She will be heavily involved with the development and implementation of this project as well as supervising Layal.
- d. The FTE CHS therapist shall provide the behavioral health services described above. The therapist will be supervised by CHS's School-Based Manager, who, with the assistance of the Mental Health Associate Director, will liaison with the schools.

b. Minimum Qualifications of Those Providing Behavioral Health Services

- Any CHS employee providing behavioral health services under this Agreement shall, at the time such services are being provided, have the following minimum qualifications:
 - Licensed by the Washington State Department of Health to perform specific clinical tasks (affiliate license, associate license, or full license).

4. Estimated Schedule

July – August 2023	Plan, hire therapists, on-board and train therapists. Meet with school staff. Establish protocols and processes.
September 2023	Implement outreach strategies. Introduce the program to all staff and students. Begin accepting referrals; conducting screening and assessments; establishing relationships with students.

October 2023 – June 2024	Provide counseling services to students (screening, assessments, individual counseling, family/conjoint therapy, group therapy, case management). Keep lines of communication open with school staff.
May 2024	Establish and plan for summer program.
June 2024 – start of 2024-25 school year	Implement summer program. Tweak processes and programming for upcoming school year based on lessons learned.
September 2024	Begin new school year. Transition from summer-based program to school year routine. Implement outreach strategies. Re-establish relationship with students from previous school year who want continued services. Begin accepting new referrals.
September 2024 – June 2025	Provide counseling services to students (screening, assessments, individual counseling, family/conjoint therapy, group therapy, case management). Strengthen collaboration.
July 2025 forward	Provide school-based services, primarily using Medicaid funding, if feasible.

5. Payment and Progress Reports.

A. CHS shall submit to the City an invoice and a Progress Report on an every other month basis. Receipt of a fully completed Progress Report is required to receive payment on any invoice. For the purposes of this Agreement, a “reporting period” is a two-month period, with the first quarter beginning on July 1, 2023, and subsequent reporting periods beginning on the day following the end of every other month.

B. Each Progress Report shall include the following information:

- a. The number of unduplicated Kenmore residents served during that period;
- b. The number of unduplicated Kenmore residents served since

- the effective date of this Agreement;
- c. Demographic information, in the aggregate, of unduplicated Kenmore residents served during that time period;
 - d. Demographic information, in the aggregate, of unduplicated Kenmore residents served since the effective date of this Agreement;
 - e. The number of service hours provided during that period;
 - f. The number of service hours provided since the effective date of this Agreement;
 - g. A list of client services provided during that period (e.g., one on one counseling, group work, psych testing, referrals, etc.), including time spent performing each;
 - h. A list of non-client services done during that period (e.g., outreach to both students and school staff, engagement activities with students to build rapport before they become clients, crisis management even if the student is not enrolled as a client, giving access to the entire school professional staff with a licensed Mental Health Professional to consult on any needs that arise, and providing services when there is no funding source), including time spent performing each.

C. In addition to the information contained on all other progress reports, the progress report for the final two months shall include a summary of impact from the services provided under this agreement.

D. The City of Kenmore shall provide payments to CHS in the amounts shown below:

Month	Payment to CHS
September 2023	\$18,744
November 2023	\$18,744
January 2024	\$18,744
March 2024	\$18,744
May 2024	\$18,744
July 2024	\$18,744
September 2024	\$18,813
November 2024	\$18,813
January 2025	\$18,813
March 2025	\$18,813
July 2025	\$18,813
August 2025 FINAL REPORT	\$18,812

EXHIBIT B
Invoice & Service Reporting Form

Agency Name:

Agency Address:

Agency Email:

Agency Phone Number:

Date of Invoice:

Invoice for Quarter No.

To: **City of Kenmore**18120 68th Avenue NE

Kenmore, Washington 98028

Phone: (425) 398-8900

Email: awarhol@kenmorewa.gov

Measurement	2023 Projected	Current Quarter Actual	2023 Year-to- Date Total

*Listed below is the total allocation, and quarterly invoice amounts for 2023-2025 funding.
Invoices received by the City beyond the due date outlined below may not be paid.*

Period 1 Invoice DUE 9-15- 23	Period 2 Invoice DUE 11-15- 23	Period 3 Invoice DUE 1-15- 24	Period 4 Invoice DUE 3-15- 24	Period 5 Invoice DUE 5-15- 24	Period 6 Invoice DUE 7-15- 24

Period 7 Invoice DUE 9-15- 24	Period 8 Invoice DUE 11-15- 24	Period 9 Invoice DUE 1-15- 25	Period 10 Invoice DUE 3-15- 25	Period 11 Invoice DUE 7-15- 25	Period 12 Invoice DUE 8-15- 25

CONTRACT SUMMARY:

Total contract award \$

Previous payments \$

Amount requested this invoice \$

Balance remaining \$

E-mail Address:

Authorized signature:

For City of Kenmore Use Only

Account No.

Approved for Payment by: _____ Date: _____

City of Kenmore Human Services Agreement

Page 16 of 16

Updated 12/2022 IBDR

X. C. Authorize the City Manager to execute Amendment No. 1 to Contract ...

23-C2930 CHS Human Services Contract

6.9.23

Final Audit Report

2023-06-29

Created:	2023-06-27
By:	Michelle Kang (mkang@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATle8iYg7uhmkQUI0X3BcMhleDw1vU-B0

"23-C2930 CHS Human Services Contract 6.9.23" History

-  Document created by Michelle Kang (mkang@kenmorewa.gov)
2023-06-27 - 5:55:50 PM GMT
-  Document emailed to Curtis Chambers (cchambers@insleebest.com) for signature
2023-06-27 - 6:02:06 PM GMT
-  Document emailed to slucash@kenmorewa.gov for signature
2023-06-27 - 6:02:06 PM GMT
-  Document emailed to Beratta Gomillion (bgomillion@chs-nw.org) for signature
2023-06-27 - 6:02:06 PM GMT
-  Email viewed by slucash@kenmorewa.gov
2023-06-27 - 6:26:58 PM GMT
-  Signer slucash@kenmorewa.gov entered name at signing as Stephanie Lucash
2023-06-27 - 6:27:45 PM GMT
-  Document e-signed by Stephanie Lucash (slucash@kenmorewa.gov)
Signature Date: 2023-06-27 - 6:27:47 PM GMT - Time Source: server
-  Email viewed by Beratta Gomillion (bgomillion@chs-nw.org)
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-  Document e-signed by Beratta Gomillion (bgomillion@chs-nw.org)
Signature Date: 2023-06-27 - 7:04:32 PM GMT - Time Source: server
-  Email viewed by Curtis Chambers (cchambers@insleebest.com)
2023-06-29 - 6:04:48 PM GMT



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Acrobat Sign



Document e-signed by Curtis Chambers (cchambers@insleebest.com)

Signature Date: 2023-06-29 - 6:08:25 PM GMT - Time Source: server



Agreement completed.

2023-06-29 - 6:08:25 PM GMT



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Acrobat Sign

X. C. Authorize the City Manager to execute Amendment No. 1 to Contract ...

**CITY OF KENMORE CONTRACT NO. 23-C2930
AMENDMENT NO. 1
City of Kenmore Mental & Behavioral Health Counseling**

This Amendment No. 1 is entered into between the City of Kenmore, a Washington municipal corporation (“City” or “Kenmore”) and Center for Human Services, a Washington nonprofit organization (“Contractor”). City and Contractor are each a “Party” and together “Parties” to this Amendment.

The Parties hereby agree as follows:

RECITALS:

- A. The City and Contractor entered into an agreement on June 27, 2023 called City of Kenmore ARPA Mental & Behavioral Health Counseling for the purpose of providing mental and behavioral health counseling to aid in pandemic recovery (“Agreement”).
- B. The Agreement must be amended to change the maximum compensation in the second year from \$112,877 to \$56,439 (with billing periods from September 2024-September 2025) and to add a third year with a maximum compensation of \$56,438 (with billing periods from October 2025 to August 2026).
- C. The Agreement must be amended to change its duration from ending August 31, 2025 to ending on August 31, 2026.
- D. The Agreement must be amended to explicitly open the program’s services to all students at the school housing the program.
- E. In order to make this change, the Agreement needs updating.

FIRST AMENDMENT TO AGREEMENT:

- 1. **Amendment.** Section 2 of the Agreement is hereby amended to read as follows:
 - 2. **Maximum Compensation and Method of Payment.** The City shall pay the Agency for services rendered as described in Exhibit A. The Agency shall submit invoices on the form attached as Exhibit “B.” The amount billed shall be those detailed in the table in Section 5.B of Exhibit A unless other arrangements are made in writing. The total amount to be paid shall not exceed \$112,464 in the first year of the contract’s execution. The amount paid will not exceed \$56,439 in the second contract year of contract execution. The amount paid will not exceed \$56,438 in the third contract year of contract execution.

2. **Amendment.** Section 5 of the Agreement is hereby amended to read as follows:

5. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing July 1, 2023 and ending August 31, 2026. This contract may be terminated at any time, pursuant to the provisions hereinafter specified.

3. **Amendment.** Exhibit A of the Agreement is hereby amended to read as follows:

SCOPE OF WORK

Center for Human Services ("CHS" or "Consultant") shall furnish behavioral health and family support services to students and their families at a designated school in the City of Kenmore. All such activities shall be provided in a manner which fully complies with all applicable federal, state, and local laws, statutes, rules, and regulations, as are now in effect or hereafter may be amended. So long as Northshore School District provides two days of on-site counseling services to KMS students per week, CHS may serve the entire student body, regardless of client residence in the City of Kenmore. If the District ceases to provide for such services at KMS, service provision shall be made available only to KMS students who reside in the City of Kenmore.

1. Deliverables.

In accordance with Section 3 of the Agreement and the terms of this Exhibit A, the City shall periodically provide funding to CHS. CHS shall exclusively use such funding to provide the deliverables described below.

A. Behavioral Health Services:

CHS shall use funds to provide **behavioral health services** to students and their families at a designated school in the City of Kenmore in the manner described in this subsection.

- "Behavioral health services" is an umbrella term that includes the treatment of mental health conditions and substance use disorders.
- "School-based behavioral health services" is a term to describe behavioral health services that are performed at a school.

CHS shall make the following school-based behavioral health services available to students and their families at a designated school in the City of Kenmore, both students and adult members of their families.

Amendment No. 1 to Agreement between City of Kenmore and Center for Human Services

Contract No. 23-C2930

Page 2

Updated 1/2022 IBDR

- Outreach and engagement: Non-client activities to facilitate services and/or meet individual/family needs to include interactions with students on a drop-in and scheduled basis.
- Collaboration and consultation with school personnel: Where specific client's needs or school services in general are discussed for the purpose of providing effective services.
- Behavioral health assessments: A procedure by which clinicians, using observation, interviews, and psychological tests or screening tools, develop a summary of the client's symptoms and problems which will inform the development of a treatment plan and other decisions.
- Individual/group/family counseling: The provision of therapeutic guidance in resolving personal, social, and/or psychological difficulties using various modalities.
- Social Determinants of Health Screening/Assessments: Identification and evaluation of a person's specific area of needs that influence their outcomes (i.e., housing, food, safety, etc.).
- Case management services: A professional and collaborative process that assesses, plans, implements, monitors, and evaluates the options and services required to meet a student's social/emotional/health needs.

B. Description of Services

a. Outreach

CHS has ample data from services already being provided to identify the needs of the community. CHS not only will have its own data, but obtains information from various informal needs assessments that have been conducted and the narrative stories heard from school officials, parents, and other sources with whom CHS already has strong relationships. The most important thing is to first learn from the schools what needs they see and want help with from CHS's MH School-Based Therapists. CHS will have a dedicated MH Leadership team for each school district who will initially start conversations at school and district levels to provide schools with options for partnership. The program is designed to meet monthly with districts for ongoing feedback and furthering partnership; CHS can be responsive to the changing needs as the program goes along. CHS's MH Leadership will continue to closely collaborate with school administration and providers to begin rolling out a referral process that works for the particular school. CHS has already begun the process to plan for the fall which includes the onboarding and training of new therapists that will be serving at schools the City of Kenmore wants to

Amendment No. 1 to Agreement between City of Kenmore and Center for Human Services

Contract No. 23-C2930

Page 3

Updated 1/2022 IBDR

X. C. Authorize the City Manager to execute Amendment No. 1 to Contract ...

prioritize.

b. Operations

Unlike SBIRT services which provide screening, brief intervention (short term therapy), and referral for on-going services, CHS will provide ongoing therapy.

The day-to-day operations would typically comprise a therapist arriving at the school 30 minutes before the bell rings, to collaborate with staff on the schedule or arising needs of the day and ensure the therapist is organized and ready to be efficient for the next 6 hours of school. During the school day, the clinician sees ongoing clients who have been identified as having no other resource for therapy. Throughout the day, the therapist checks in with staff for ongoing crisis concerns of students on their established caseload and case management needs, such as helping families navigate housing, food insecurities, and mental health accommodations recommended at school. At the end of the day, the therapist stays for the last 90 minutes of their 8-hour shift to connect more in-depth with staff while students are not in the building and/or provide non-school hour clinical time. These connections may be about current students the therapist has seen and concerns arising that the school can help support, or it may be providing more mental health education and consultation to staff who are seeking or need additional training or information. At times, CHS therapists are invited to meetings for specific students or as a mental health representative in general, such as “student of concern meetings” and IEP meetings. If Kenmore schools allow, this is the model CHS most recommends to best embed mental health in every possible layer of a school system.

In the school program, CHS aims to provide mental health therapy with low or no barriers to service. CHS strives to serve traditionally underserved populations and to bring services to them, with added emphasis on community collaboration. However, CHS has discovered that there are many non-billable hours from the Coordinator and Therapist that are needed to establish a working collaboration and successful school-based program. These non-billable time includes activities such as outreach to both students, their families and school staff; engagement activities (working with a student before they become a client to build rapport) and providing services with low barriers for students and their families who would not otherwise have access, including for reasons of financial and/or transportation concerns. These services are foundational to offering a school-based behavioral health program.

c. **Services During Summer Months**

During the summer when school is not in session, CHS staff will continue working with students, their families, and other City of Kenmore residents. When schools are closed, a CHS therapist will continue to meet with students/families in ongoing therapy services provided at a CHS office or via telehealth. There will not be a break in services due to school buildings being closed. Depending on Northshore School District's arrangement, if school officials are working during the summer, they will remain in close coordination, however, in absence of school staff, CHS will continue to identify referral channels and give the same support to students/families, and then update school staff once they return.

2. Locations

CHS will provide behavioral health services at designated schools serving residents of the City of Kenmore.

3. Personnel

a. **Staff Resources**

a. **Mental Health Therapist**

- CHS will hire one FTE to provide embedded services in a school located in Kenmore. In the second and third years of the program (the 2024-25 and 2025-26 academic years), CHS will utilize a .5 FTE working at least two days each week in the school. The overarching goal of the program is to increase access to behavioral health services within the community. Unlike most agencies, our school-based program is its own program, meaning, our master level mental health therapists are trained specifically for and dedicated to working in school-systems. Our therapists are aware of school processes, procedures, and work closely with school staff to provide coordinated care.

b. **School-Based MH Manager**

- CHS staff members have masters' degrees and are Licensed Therapists; they will dedicate 2 hours of their time per week for oversight and coordination of this project, as well as provide supervision to the clinicians.

c. **Associate Mental Health Director**

- Amanda Odell, LMFT, is the CHS Associate Mental Health Director. She will be heavily involved with the development

Amendment No. 1 to Agreement between City of Kenmore and Center for Human Services

Contract No. 23-C2930

Page 5

Updated 1/2022 IBDR

and implementation of this project as well as supervising managers of the school-based program.

- d. The FTE CHS therapist shall provide the behavioral health services described above. The therapist will be supervised by CHS's School-Based Manager, who, with the assistance of the Mental Health Associate Director, will liaison with the schools.

b. Minimum Qualifications of Those Providing Behavioral Health Services

- Any CHS employee providing behavioral health services under this Agreement shall, at the time such services are being provided, have the following minimum qualifications:
 - Licensed by the Washington State Department of Health to perform specific clinical tasks (associate license or full license).

4. Estimated Schedule

July – August 2023	Plan, hire therapists, on-board and train therapists. Meet with school staff. Establish protocols and processes.
September 2023	Implement outreach strategies. Introduce the program to all staff and students. Begin accepting referrals; conducting screening and assessments; establishing relationships with students.
October 2023 – June 2024	Provide counseling services to students (screening, assessments, individual counseling, family/conjoint therapy, group therapy, case management). Keep lines of communication open with school staff.
May 2024	Establish and plan for summer program.
June 2024 – start of 2024-25 school year	Implement summer program. Tweak processes and programming for upcoming school year based on lessons learned.
August 2024	Meet with school staff. Establish

Amendment No. 1 to Agreement between City of Kenmore and Center for Human Services

Contract No. 23-C2930

Page 6

Updated 1/2022 IBDR

	protocols and processes.
September 2024	Begin new school year. Transition from summer-based program to school year routine. Implement outreach strategies. Re-establish relationship with students from previous school year who want continued services. Begin accepting new referrals.
September 2024 – June 2025	Provide counseling services to students (screening, assessments, individual counseling, family/conjoint therapy, group therapy, case management). Strengthen collaboration.
June – September 2025	Implement summer program.
September 2025 – June 2026	Provide counseling services to students (screening, assessments, individual counseling, family/conjoint therapy, group therapy, case management).
July 2026 forward	Provide school-based services, primarily using Medicaid funding, if feasible.

5. Payment and Progress Reports.

A. CHS shall submit to the City an invoice and a Progress Report as listed in the chart in Section D below. Receipt of a fully completed Progress Report is required to receive payment on any invoice. For the purposes of this Agreement, in the first year of the contract a “reporting period” is a two-month period, with the first quarter beginning on July 1, 2023, and subsequent reporting periods beginning on the day following the end of every other month; in the second and third years of the contract, a “reporting period” coincides with the longer billing periods.

B. Each Progress Report shall include the following information:

Amendment No. 1 to Agreement between City of Kenmore and Center for Human Services

Contract No. 23-C2930

Page 7

Updated 1/2022 IBDR

X. C. Authorize the City Manager to execute Amendment No. 1 to Contract ...

- a. The number of unduplicated Kenmore Middle School students served during that period;
- b. The number of unduplicated Kenmore Middle School students served since the effective date of this Agreement;
- c. The following demographic information, in the aggregate, of unduplicated Kenmore Middle School students served during that time period for those students who opt to share such information;
 - a. Kenmore resident or not (i.e., is the home zip code 98028);
 - b. Any other demographic information CHS regularly collects during client intake;
- d. The following demographic information, in the aggregate, of unduplicated Kenmore Middle School students served since the effective date of this Agreement for those students who opt to share such information;
 - a. Kenmore resident or not (i.e., is the home zip code 98028);
 - b. Any other demographic information CHS regularly collects during client intake;
- e. The number of service hours provided during that period;
- f. The number of service hours provided since the effective date of this Agreement;
- g. A list of client services provided during that period (e.g., one on one counseling, group work, psych testing, referrals, etc.), including time spent performing each;
- h. A list of non-client services done during that period (e.g., outreach to both students and school staff, engagement activities with students to build rapport before they become clients, and providing services when there is no funding source), including time spent performing each.
- i. The number of clients served by CHS at Kenmore Middle School that were also billed to the following sources:
 - a. additional contracts with the City of Kenmore
 - Contract 22-C2874
 - Contract 22-C2875
 - b. Medicaid

C. In addition to the information contained on all other progress reports, the progress report for the final reporting period shall include a summary of impact from the services provided under this agreement.

D. The City of Kenmore shall provide payments to CHS in the amounts shown below:

Contract Year	Month	Payment to CHS
1	September 2023	\$18,744
1	November 2023	\$18,744
1	January 2024	\$18,744
1	March 2024	\$18,744
1	May 2024	\$18,744
1	July 2024	\$18,744
2	November 2024	\$18,813
2	March 2025	\$18,813
2	July 2025	\$18,813
3	November 2025	\$18,813
3	March 2026	\$18,813
3	August 2026 FINAL REPORT	\$18,812

4. **Amendment**, Exhibit B of the Agreement is hereby amended to read as follows:

EXHIBIT B

Invoice & Service Reporting Form

Agency Name:

Agency Address:

Agency Email:

Agency Phone Number:

Date of Invoice:

Invoice for Quarter No. _____

To: **City of Kenmore**

Human Services

18120 68th Avenue NE

Kenmore, Washington 98028

Phone: (425) 398-8900

Email: mkang@kenmorewa.gov

Measurement	Current Year Projected	Current Quarter Actual	Year-to-Date Total

Listed below is the total allocation, and quarterly invoice amounts for 2023-2026 funding. Invoices received by the City beyond the due date outlined below may not be paid.

Amendment No. 1 to Agreement between City of Kenmore and Center for Human Services

Contract No. 23-C2930

Page 9

Updated 1/2022 IBDR

X. C. Authorize the City Manager to execute Amendment No. 1 to Contract ...

Period 1 Invoice DUE 9-15-23	Period 2 Invoice DUE 11-15-23	Period 3 Invoice DUE 1-15-24	Period 4 Invoice DUE 3-15-24	Period 5 Invoice DUE 5-15-24	Period 6 Invoice DUE 7-15-24

Period 7 Invoice DUE 11-15-24	Period 8 Invoice DUE 3-15-25	Period 9 Invoice DUE 7-15-25	Period 10 Invoice DUE 11-15-25	Period 11 Invoice DUE 3-15-26	Period 12 Invoice DUE 8-15-26

CONTRACT SUMMARY:

Total contract award \$
Previous payments \$

Amount requested this invoice \$
Balance remaining \$
E-mail Address:
Authorized signature:

For City of Kenmore Use Only

Account No. **001.012.55720.5005**

Approved for Payment by: _____ Date: _____

5. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.
6. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.

7. **Effective date.** This Amendment shall be effective as of _____, 2024.

DATED this ____ day of _____, 2024.

CONSULTANT:

CITY OF KENMORE:

BY: _____

BY: _____

Name: Beratta Gomillion

Rob Karlinsey

Title: Executive Director

City Manager

Address: 17018 15th Ave. NE

APPROVED AS TO FORM:

Shoreline, WA 98055

Email: bgomillion@chs-nw.org

Kenmore City Attorney's Office

Phone No.: 206-631-8802



Lodging Taxes

Taxpayer Account Administration

Current Question

- The City of Kenmore contacted the Department of Revenue (DOR) requesting guidance on the adoption of a lodging tax in accordance with RCW 67.28.181. The city considered forming a Lodging Tax Advisory Committee (LTAC) to collect the allowable lodging tax amount.
 - RCW 67.28.181 provides that the City may “impose an excise tax on the sale of or charge made for the furnishing of lodging that is subject to the tax under chapter 82.08 RCW. The rate of tax shall not exceed the lesser of two percent or a rate that, when combined with all other taxes imposed upon sales of lodging within the municipality under this chapter [chap. 67.28] and chapters 36.100, *67.40, 82.08, and 82.14 RCW, equals twelve percent.”
 - RCW 67.28.181(3) requires counties to have adopted a provision “allowing a credit against the county tax for the full amount of any city or town tax imposed under this section upon the same taxable event.”

Lodging Rate

Kenmore Lodging Rate Broken Down by Component

Rate	Component Code	Assessed By
0.001	151 - Mental Health Local Sales Tax	County
0.001	364 - Housing & Related Services Local Sales Tax	County
0.006	37 - Transportation Local Sales Tax	County
0.005	45 - Regular Local Sales Tax	City
0.005	51 - Optional Local Sales Tax	City
0.001	85 - Criminal Justice Local Sales Tax	County/City
0.013	89 - Regional Transit Authority Sales Tax	RTA
0.028	48 - Convention and Trade Center	Convention Center
0.065	State Tax	
0.125	Total (12.5%)	

Lodging Tax Overview

Any city, town, or county has the authority to levy lodging taxes on lodging at hotels, motels, and short-term rentals, including Airbnb, bed and breakfasts (B&Bs), RV parks, and other housing and lodging accommodations, for periods less than 30 days.

The tax is collected as a sales tax and paid by the customer at the time of the transaction, and the revenues must be used for eligible tourism promotion activities or tourism-related facilities.

There are three lodging tax/fee options:

- A **basic** or **state-shared lodging tax** up to 2% that is taken as a credit against the 6.5% state sales tax rate, so that the lodging patron does not see any tax increase (RCW 67.28.180-.1801). The state refers to this as the **transient rental tax**.
- An **additional lodging tax** up to 2% *on top* of the other state and local retail sales taxes, resulting in a higher tax bill for the patron (RCW 67.28.181). The state refers to this as **special hotel/motel tax**.
- **Tourism promotion area fees** may be imposed in addition to lodging taxes (RCW 35.101). Any city or town may form a tourism promotion area and impose charges up to \$2 per room per night. Effective June 11, 2020 to July 1, 2027 the city/town may impose an additional fee up to \$3 per room per night.

Lodging Tax Maximum Rates

Maximum Combined Sales & Lodging Tax Rate

For cities and counties, the maximum combined sales and lodging tax rate upon sales of lodging may not exceed 12% (RCW 67.28.181(1)), except for Seattle which has a maximum combined rate of 15.2%. The statutes included within the 12% cap are:

- Chapter 36.100 RCW (public facilities districts),
- Chapter 82.08 RCW (state sales tax)
- Chapter 82.14 RCW (local sales taxes)
- Chapter 67.28 RCW (lodging taxes), and
- Chapter 67.40 RCW (convention and trade center tax – repealed in 2010).

However, affordable housing sales taxes (see RCW 67.28.181(4)) and the first 0.4% of the Sound Transit high-capacity transit sales tax (adopted prior to December 1, 2000 – see RCW 82.14.410(2)(c)) are not included within the 12% cap.

RCW 82.14.410 provides that any local sales and use tax increase adopted after December 1, 2000 must exempt lodging sales if the increase would cause the total combined lodging/sales tax rate to exceed the greater of the 12% cap or the actual combined lodging/sales tax rate in effect on December 1, 2000.

Basic or State- Shared Lodging Tax (Transient Rental)

Transient Rental (RCW 67.28.180)

Any county has the authority to levy transient rental lodging tax up to 2% ([RCW 67.28.180](#)) that is taken as a credit against the 6.5% state sales tax ([RCW 67.28.1801](#)).

Most cities and towns have similar transient rental lodging tax authority. The city's basic rate is credited against the county's basic rate ([RCW 67.28.180\(2\)](#)). The basic lodging tax has an exception:

- No city within a county with a population of one million five hundred thousand or more may levy the tax authorized by this section ([RCW 67.28.180\(2\)\(c\)\(ii\)](#)), except for Bellevue which has legislation allowing it to collect a rate up to 2% until its related debt is retired ([RCW 67.28.180\(2\)\(c\)\(iii\)](#)).

Additional Lodging Tax (Special Hotel/Motel)

Special Hotel Motel (RCW 67.21.181)

In addition to the transient rental 2% lodging tax, any county may impose a special hotel/motel lodging tax up to 2% in increments no smaller than 0.1% (RCW 67.28.181). Unlike the transient rental tax, the additional lodging tax is *not* a credit against the state sales tax and results in a tax increase for the lodging patron.

Most cities and towns also have similar authority, and just like the transient rental lodging tax, the city's additional lodging tax must be taken as a credit against the county's additional rate (RCW 67.28.181(3)).

The additional lodging tax also has a few exceptions:

- Counties and cities that imposed a combined lodging tax greater than 4% before July 27, 1997 were grandfathered in under RCW 67.28.181(2)(a).
- Any city located within a county that had the authority to levy a countywide 4% lodging tax before January 1, 1997 may not impose the additional 2% (RCW 67.28.181(2)(b)).
- Cities that imposed a combined lodging tax rate of 6% before January 1, 1998 are grandfathered in under RCW 67.28.181(2)(d).

Tourism Promotion Area (TPA) Fees

Tourism Promotion Area (TPA) Fees (RCW 35.101)

The legislative body of any city, town, or county may form a TPA to generate revenue for tourism promotion.

- TPA fees are different than lodging taxes and may be imposed in addition to lodging taxes.
- A TPA may include the entire city or only a portion, and multiple jurisdictions may establish a joint TPA through interlocal agreement. In a county with a population of one million or more the TPA must be formed by two or more jurisdictions acting under an interlocal agreement, except for Federal Way which is authorized to form a TPA by itself.
- Within the TPA, the legislative body may impose a charge of up to \$2 per room per night on lodging businesses with 40 or more rooms. The legislative body may establish up to six different lodging classifications, sometimes referred to as “zones,” with different rates in each. The classifications must be based on geographic location, number of rooms, or room revenue.
- The legislative body may impose an additional charge of up to \$3 per room per night if it has secured the signatures of the persons who operate lodging businesses who would pay 60% or more of the proposed charges. This additional \$3 nightly charge expires July 1, 2027. (ESSB 6592, Section 2.)

Conclusion

Transient Rental (RCW 67.28.180)

- Kenmore cannot receive credit from the county tax as the population in the county exceeds 1.5 million.

Special Hotel/Motel (RCW 67.28.181)

- Kenmore cannot impose as the lodging cap has been met.
 - Currently Kenmore's cap is 12.5% as the housing and related services and RTA increased the CAP from 12%.

Tourism Promotion Area Fees (RCW 35.101)

- The city could enter into an interlocal agreement with another jurisdiction to form a tourism promotion area which could result in collecting fees up to \$5 per room per night.

Who to Contact in Taxpayer Account Administration



Jason Hartwell
360-705-6154
JasonH@dor.wa.gov

- Rate change notifications for Add-on Taxes
- Data Requests
- Distribution Questions
- Partner Portal

Brittney May
360-705-6084
BrittneyM@dor.wa.gov

- State Share Taxes
- Annexations
- Leasehold Excise Tax
- Sales & Use Tax Rate Lookup Application (GIS)
- Public Utility District (PUD) Privilege Tax
- Tribal Retail Tax Compacts Distributions

Tiffany McCullough
360-705-6126
TiffanyM@dor.wa.gov

- Rate change notifications and distribution questions regarding:
 - Lodging
 - Brokered Natural Gas
 - 911
 - Real Estate Excise Tax



Questions?



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: King County Regional Homelessness Authority (KCRHA) Update Proposed Council Action/Motion: Receive report. No proposed action.	For Council Meeting Agenda of: 9/23/2024 Department: City Manager's Office Prepared by: Tambi Cork, Housing & Human Services Manager <table><tr><td></td><td>Initial & Date</td></tr><tr><td>Approved by Department Head:</td><td><u>SLL, 9/11/24</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>N/A</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>N/A</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK</u></td></tr></table> Attachments/Exhibits: 1. North King County ILA Progress Report – September 2024		Initial & Date	Approved by Department Head:	<u>SLL, 9/11/24</u>	Approved by City Attorney:	<u>N/A</u>	Approved by Finance Director:	<u>N/A</u>	Approved by City Manager:	<u>RK</u>
	Initial & Date										
Approved by Department Head:	<u>SLL, 9/11/24</u>										
Approved by City Attorney:	<u>N/A</u>										
Approved by Finance Director:	<u>N/A</u>										
Approved by City Manager:	<u>RK</u>										
Information/Background: In 2022, the City Council authorized the approval of an Interlocal Agreement (ILA) with the King County Regional Homelessness Authority (KCRHA) and the five North King County cities - Kenmore, Bothell, Lake Forest Park, Shoreline, and Woodinville - for an initial four-year term ending December 31, 2026. This agreement aims to pool and streamline regional funding for homelessness services in the North King County sub-region. <u>Required Reporting</u> KCRHA is required by the ILA to provide an annual report to each Partner City, which shall include a presentation to the Partner City's city council and, upon request, a written report. This presentation and North King County ILA Progress Report (Exhibit 1) will satisfy this requirement for 2023. The report also includes information on Severe Weather Shelter Planning. <u>2025-2026 Funding Recommendation</u> For the 2025-26 budget, Kenmore has committed to contribute a minimum of \$1.20 per capita based on the April 1, 2024 Washington State Office of Financial Management's population. Based on this calculation, the annual funding allocation to KCRHA is a minimum of \$29,220 per year for the 2025-2026 biennium. Funding decisions are to be made by KCRHA in alignment with the sub-regional planning activities. All City contributions pooled within the North King County Sub-Region under the terms of the ILA can only be utilized for services provided at a physical location within the North King County sub-region or have been determined to be a program acceptable to the Partner Cities that is serving North King County Sub-region residents. KCRHA and staff will return to Council in October with the funding recommendation for 2025-2026.											

Fiscal Consideration:

For the 2025-26 budget, Kenmore has committed to contribute a minimum of \$1.20 per capita based on the April 1, 2024 Washington State Office of Financial Management's population. Based on this calculation, the annual funding allocation to KCRHA is a minimum of \$29,220 per year for the 2025-2026 biennium.

City Council Priority or Budget Objective Being Addressed:

- 1. Increase and preserve the options for affordable housing
- 10. Support the post-pandemic recovery process



North King County Interlocal Agreement

PROGRESS REPORT

September 2024

Prepared by Subregional Planning Staff at KCRHA: Abby Anderson & Mallory Van Abbema

kcrha.org

Table of Contents

Background3

Funding Administration– Process Overview3

 Areas for Improvement – Funding Administration4

Subregional Investments – North King Cities.....4

Subregional Investments - KCRHA5

 Areas For Improvement – Subregional Investments.....6

Data Source – Overview.....7

Data Reporting – North King County8

 Areas for Improvement - Data..... 11

North King County Subregional Implementation Plan 11

Severe Weather Response..... 12

 Areas for Improvement – Severe Weather Response 12



Background

This report provides a summary of accomplishments and areas for continued improvement related to homeless services that have been yielded through the North King County Interlocal Agreement (NKC ILA). The NKC ILA between the cities of Bothell, Kenmore, Lake Forest Park, Shoreline, Woodinville, and King County Regional Homelessness Authority (KCRHA) formalized intergovernmental coordination to address the issue of homelessness in the North King County subregion.

As a primary subscribing partner, KCRHA supports the creation and implementation of solutions to homelessness within the boundaries of partner cities. Through leadership, advocacy, reporting, planning and funding administration, KCRHA works alongside partner cities to significantly decrease the incidence of homelessness in the North King subregion.

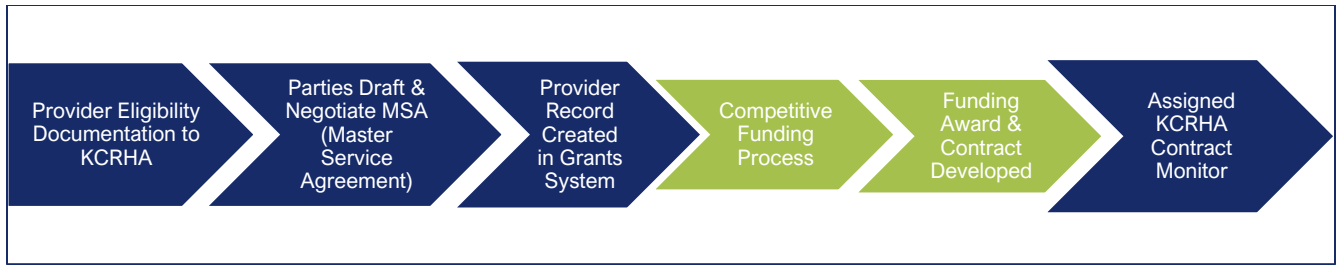
The initial term of this agreement is in effect from January 1st, 2023, through December 31st, 2026. After the initial term, the agreement shall automatically renew each December 31st for one-year extensions, unless terminated earlier by participating parties. Conditions of withdrawal and termination are identified in Article VIII of the ILA.

FUNDING ADMINISTRATION- PROCESS OVERVIEW

In Q1 of 2023, KCRHA assumed responsibility to administer funding for homelessness services from the five North King County cities. This funding was awarded to six nonprofit organizations that serve people experiencing homelessness in and around the subregion. Five of the six awarded organizations had pre-existing contractual relationships with KCRHA allowing city investments to be folded into 2023 and 2024 service contracts and eliminating the need to complete a grants management system onboarding process.

One organization, Hopelink, was a new contractual partner for KCRHA. The process outlined in **blue** within the following figure was completed with Hopelink to bring the agency into the KCRHA grants management system and ensure funding could be administered for services rendered. The additional items in **green** represent the typical process new agencies would advance through, outside of this ILA scenario, in competing for and securing funding from KCRHA for a specific program. Hopelink was able to skip the steps in green.





Areas for Improvement - Funding Administration

To continue improving overall system function and outcomes for people experiencing homelessness in North King County, the following administrative actions have been identified.

- **Adopt a new grants management system with a focus on ease of user access.**
Status: In Progress | Slated to be completed in 2024.
- **Ensure all contracted partners can access timely technical assistance with contracts and invoicing.**
Status: In Progress | Timeline (ongoing)
- **Engage North King County providers and city partners in systemwide procurement planning processes.**
Status: In Progress | Timeline (ongoing)
- **Widen North King County provider pool through proactive outreach and support for submission of minimum eligibility requirements.**
Status: In Progress | Timeline (ongoing)

SUBREGIONAL INVESTMENTS - NORTH KING CITIES

City human services investments are determined through a comprehensive budgeting process. The NKC ILA resulted in city homelessness response investments being conveyed to KCRHA for administration to the awarded agencies. As primary subscribing partner, KCRHA completes a funding analysis to develop funding recommendations for city consideration in the upcoming calendar year. In total, North King County cities awarded \$315,661 in 2023, and \$265,161 in 2024 to homeless service providers.

It is important to note that per the ILA, funding administered by KCRHA on behalf of North King County Cities must support programs which serve those experiencing homelessness in the North King County subregion. Further, the ILA outlines a minimum investment of \$1.20/capita from each partnering jurisdiction per year.



City investments into homelessness response programs are detailed in the tables below. These represent the total funding KCRHA administered on behalf of the North King County Cities in both 2023 and 2024.

2023 City Funding Awards Homelessness Response Programs					
Provider Agency	Bothell	Kenmore	Lake Forest Park	Shoreline	Woodinville
Friends of Youth	\$8,000				\$30,000
Hopelink	\$20,000	\$3,000		\$25,750	
Lake City Partners Ending Homelessness	\$6,000	\$5,000		\$70,067	
Mary's Place		\$30,000			\$5,000
Porchlight	\$8,000				\$28,000
The Sophia Way	\$10,000				
Urban League of Metropolitan Seattle	\$8,000	\$7,000	\$16,344	\$25,000	\$3,500
TOTAL	\$60,000	\$52,000	\$16,344	\$125,817	\$61,500

2024 City Funding Awards Homelessness Response Programs					
Provider Agency	Bothell	Kenmore	Lake Forest Park	Shoreline	Woodinville
Porchlight	\$8,000				\$28,000
Friends of Youth	\$8,000				\$30,000
Hopelink	\$20,000	\$3,000		\$25,750	
Lake City Partners Ending Homelessness	\$6,000	\$5,000		\$70,067	
Mary's Place		\$30,000		\$5,000	
The Sophia Way	\$10,000				
Urban League of Metropolitan Seattle			\$16,344	\$25,000	
TOTAL	\$52,000	\$38,000	\$16,344	\$125,817	\$58,000

SUBREGIONAL INVESTMENTS - KCRHA

As a result of the ILA between the City of Seattle and King County which established KCRHA, the agency assumed administrative responsibility for the bulk of homelessness investments from both governments in 2022. Service contracts were migrated to the KCRHA grants management system and underwent annual renewals which included wage inflation adjustments each year



since. A comprehensive recompetition of funding is currently being developed to ensure programs offering the highest quality of service are both sustained and increased in the countywide homelessness response system.

KCRHA investments into programs operating in and around the North King County subregion in 2023 and 2024 are included in the table below. Of note, multiple programs within the table below serve households across King County and not solely in the North King County subregion.

2023 & 2024 KCRHA Funding Awards			
Provider Agency	2023	2024	Total Programs
Friends of Youth *	\$407,120	\$378,524	5
Lake City Partners Ending Homelessness	\$2,270,164	\$2,490,256	2
Mary's Place *	\$1,417,164	\$1,339,718	4
Porchlight*	\$809,267	\$819,419	4
The Sophia Way	\$421,656	\$450,045	3
Urban League of Metropolitan Seattle	\$50,000	0	1
TOTAL	\$5,375,371	\$5,477,962	19
*Countywide Program(s) Included			

Areas For Improvement - Subregional Investments

To continue improving overall system health and outcomes for people experiencing homelessness in North King County, the following actions have been identified.

- **Incorporate subregional analysis of program performance and existing gaps in services within procurement of countywide homelessness response system.**
Status: In Progress | Timeline ongoing
- **Sustain and increase funding for programs serving North King County households.**
Status: In Progress | Timeline ongoing
- **Implement additional programs to meet demonstrated needs in the community.**
Status: In Progress | Timeline ongoing
- **Seek additional funding opportunities for ongoing program support. Ensure funding cliffs are proactively navigated to reduce impact on existing programs.**
Status: In Progress | Timeline ongoing



DATA SOURCE – OVERVIEW

As the lead agency for the King County Continuum of Care (CoC), KCRHA collects and manages data through multiple systems as required by the US Housing & Urban Development Department (HUD). An introduction to those data systems and approaches can be found below.

Homeless Management Information System (HMIS) Information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals, families, and persons at risk of homelessness. As the lead agency of the King County Continuum of Care, KCRHA administers HMIS in accordance with HUD data standards, which are updated annually.

Programs that receive funding from KCRHA must track client enrollments, exits, and basic demographic information within the HMIS system. As clients may enroll in multiple programs throughout their engagement with the service system (e.g. Day Center and Emergency Shelter) both “total enrollments” and “unique clients” are tracked in HMIS. Intake, status, and exit forms can be found here: <https://kingcounty.bitfocus.com/kc-client-forms-0>

Unsheltered Point in Time Count (PIT) Required every other year by HUD, the Unsheltered PIT is a count of those who are experiencing unsheltered homelessness within in Continuum of Care’s territory during a set period. HUD collects PIT count data from all Continuums of Care nationwide and uses these findings to guide system planning and to ensure federal funds are effectively deployed to address the local homelessness conditions.

Sheltered Point in Time Count (PIT) Conducted annually and required by HUD, the sheltered PIT is a count of all households who stay in temporary locations that indicate homelessness on the night of data collection. These temporary housing locations include emergency shelter (ES), Safe Havens (SH), and Transitional Housing (TH). It is important to note that ES includes a wide variety of shelter types, including enhanced shelter, emergency housing, tiny house villages, and motel vouchers. Additional information can be found on the HUD website:

<https://www.hudexchange.info/>

Housing Inventory Count (HIC) The HIC is a count of all beds or service units available in the homeless response system on the date of data collection. This includes the temporary housing locations listed above for the PIT, and homeless housing programs. These housing programs include Rapid Rehousing (RRH), Permanent Supportive Housing (PSH), and Other Permanent Housing (OPH). OPH includes programs such as Veterans Affairs Supportive Housing (VASH), and Emergency Housing Vouchers (EHV). Additional information and HIC reports can be found



on the HUD website: <https://www.hudexchange.info/programs/coc/coc-housing-inventory-count-reports/>

DATA REPORTING - NORTH KING COUNTY

2023 Housing Inventory Count & Sheltered Point in Time Count

The 2023 HIC and Sheltered PIT were conducted on January 26th, 2023. A brief survey was sent to the lead staff of more than 500 programs operating across King County looking at available beds and utilization rates on the night of data collection. Having an established partnership with KCRHA (existing contract and/or HMIS participation) was not a prerequisite for completing the survey.

The following tables include 2023 temporary and permanent housing beds and utilization rates for programs operated throughout King County and within the North King County subregion.

2023 Temporary Housing for People Experiencing Homelessness				
Housing Type	Total Beds Countywide (HIC)	Utilization Countywide (PIT)	Total Beds North King County (HIC)	Utilization North King County (PIT)
Emergency Shelter	5,344	91%	143	96%
Transitional Housing	1,895	80%	102	62%
Total	7,315	88%	245	79%

2023 Permanent Housing for People Experiencing Homelessness				
Housing Type	Total Beds Countywide (HIC)	Utilization Countywide (PIT)	Total Beds North King County (HIC)	Utilization North King County (PIT)
Permanent Supportive Housing	7,330	92%	95	83%
Total	7,330	92%	95	83%

2024 Housing Inventory Count & Sheltered Point in Time Count

The 2024 HIC and Sheltered PIT were conducted on January 25th, 2024. The process mirrored the approach used in previous years. The following tables include 2024 temporary and



permanent housing beds and utilization rates for programs operated throughout King County and within the North King County subregion.

2024 Temporary Housing for People Experiencing Homelessness				
Housing Type	Total Beds Countywide (HIC)	Utilization Countywide (PIT)	Total Beds North King County (HIC)	Utilization North King County (PIT)
Emergency Shelter	6,248	90%	143	96%
Transitional Housing	1,896	82%	55	100%
Total	8,144	86%	198	98%

2024 Permanent Housing for People Experiencing Homelessness				
Housing Type	Total Beds Countywide (HIC)	Utilization Countywide (PIT)	Total Beds North King County (HIC)	Utilization North King County (PIT)
Permanent Supportive Housing	7,768	91%	180	96%
Total	7,768	91%	180	96%

2024 Unsheltered Point in Time Count

KCRHA received approval from HUD to conduct the 2024 unsheltered count using a methodology called Respondent Driven Sampling (RDS). This methodology is consistent with the 2022 PIT Count. RDS has been shown to be effective in reaching people who are not already connected to services, providing a data point that supplements client data in the Homeless Management Information System (HMIS) and other systems. This methodology has a strong track record for producing high-quality demographic and population estimates, confirmed by numerous studies by academic researchers and the World Health Organization.

For the 2024 unsheltered PIT, KCRHA gathered data from January 22 – February 2, 2024, and then worked with an expert statistician at the University of Washington to advise on sampling design and statistical modeling. A comprehensive report on the findings from the 2024 Unsheltered PIT which provides subregional data readouts, is anticipated to be published in late 2024. More information on the 2024 Unsheltered PIT can be found here: <https://kcrha.org/data-overview/king-county-point-in-time-count/>

Homeless System Data – North King County



Homeless system performance data is regularly exported from the HMIS to inform planning efforts, address service “bottlenecks”, and provide insights on overall system function. Information on where people experiencing homelessness ultimately access services and what type of services those are, can be gleaned through HMIS data. All data entries are reported by provider staff at each participating program and exported from HMIS.

Program performance is reported to HMIS using the following “Outcomes”:

Unique Clients: Disaggregated number of households who enrolled in the program model during that calendar year. Often households enroll in one or more programs concurrently (i.e. day center and shelter).

Exits to Permanent Housing (Exits to PH): Total number of households who exited the program model into a permanent housing destination.

Returns to Homelessness (Returns): Total number of households exited from a homelessness program to permanent housing and re-enrolled in a homelessness program within one calendar year.

Upon intake, service providers capture “city of last residence” responses from program participants. The table below includes HMIS data reported from January 1st, 2024 – August 27th, 2024, for all clients who indicated one of the five North King County jurisdictions as their “city of last residence” upon intake. Programs operating across the county are included in this data set. Further disaggregation to identify the specific jurisdiction in which a client(s) received services can be conveyed upon request.

Program Type (Countywide)	Unique Clients	Exits to PH	Returns
Homelessness Prevention	169	107	0
Street Outreach	138	7	0
Emergency Shelter <i>Intake/Exit</i>	122	21	2
Rapid Re-Housing	51	13	1
Day Center	51	2	0
Other Case Management, Safe Parking, Employment Program, etc.	58	8	0
Transitional Housing	21	5	0
Emergency Shelter <i>Drop-in</i>	17	1	0
Safe Haven	3	3	0
TOTAL	630	167	3

Performance outcomes for programs which receive funding to serve the North King County homeless population are reported in HMIS. Performance data has been isolated by program



models (emergency shelter, transitional housing, and street outreach). The table below includes HMIS performance outcomes data reported from January 1st, 2024 – August 27th, 2024

2024 North King County Program Outcomes		
Program Type	Unique Enrollments	Exits to PH
Emergency Shelter Intake & Exit	220	56
Transitional Housing	22	0
Outreach	118	31
TOTAL	242	87

Areas for Improvement - Data

To continue improving overall system function and outcomes for people experiencing homelessness in North King County, the following data collection, management, and reporting actions have been identified.

- **Implement dynamic inventory management process within HMIS to ensure available beds and units may be directly referred to by providers.**
Status: Complete & Monitoring | Timeline Ongoing
- **Proactive monitoring and engagement of all programs with a focus on identifying and providing support for those that are not meeting performance targets.**
Status: In Progress | Timeline Ongoing

NORTH KING COUNTY SUBREGIONAL IMPLEMENTATION PLAN

The [Five-Year Strategic Plan](#) was unanimously approved by the KCRHA Governing Committee in June, 2023. The plan includes more than 75 actions focused on stabilizing and enhancing the homelessness response system via direct intervention at three tiers: individual service provider agencies, network of providers, and system-to-system connections.

To ensure the local landscape of services, stakeholders, opportunities, and gaps are tailored into implementation of the Five-Year Strategic plan, subregional plans are currently under development. The actions outlined in the areas of improvement section of this report will be included in the North King County Subregional Plan. Final drafts of the subregional plans are anticipated in Q4 of 2024.



SEVERE WEATHER RESPONSE

To address the need for a professionally staffed severe weather shelter in North King County partners invested a total of \$109,844 into a competitive Request for Proposal (RFP) process, which launched in September 2023. Proposals were reviewed and scored by a panel of raters with connection and familiarity to the North King subregion. The proposal received from Urban League of Metropolitan Seattle was awarded the highest score and a contract to provide severe weather shelter services was executed. Implementation of the program was originally slated for November 1st, 2023. Due to challenges around site identification, the shelter stand-up was delayed and ultimately came online in January 2024. St Dunstan's Episcopal Church in Shoreline hosted the shelter in 2024 and has agreed to continue this partnership in the upcoming winter season.

The shelter program activated in response to Tier 2 and Tier 3 weather conditions defined by KCRHA and in accordance with National Weather Service guidelines. More information on severe weather activation thresholds can be found on the KCRHA website:

<https://kcrha.org/resources/severe-weather-shelter/>

In addition to a warm bed for the night, all guests of the shelter were offered referrals to supportive services, supplies, meals, and transportation by the Urban League team. Two guests ultimately secured housing through the provision of move-in assistance which Urban League was able to connect the guests to. From January 1st- March 31st, 2024, the severe weather conditions led to the shelter opening for 15 nights. A total of 155 guests were served during those weather activations.

Urban League has continued to serve the North King County community during the summer months through operation of a cooling canopy, outreach to people living unsheltered, and supply distribution. The organization will also continue to operate the severe weather shelter at St Dunstan's for the upcoming winter season.

Areas for Improvement - Severe Weather Response

- **Proactively identify and engage potential host sites and constituencies for upcoming winter weather activations.**
Status: Not Started | Timeline Q4 2025
- **Pursue “seasonal shelter” which remains open for a set period during the winter months to ensure continuity for the population seeking shelter.**
Status: Not Started | Timeline Q4 2025



- **Establish a transportation partnership to support a shuttle service for people seeking shelter from across the subregion.**

Status: In Progress | Timeline Q1 2025





KCRHA
King County Regional Homelessness Authority

King County Regional Homelessness Authority

Kenmore City Council
September 23rd, 2024



Presentation Overview

- KCRHA Leadership Updates
- North King County ILA Annual Report
- Severe Weather
- Funding Recommendations

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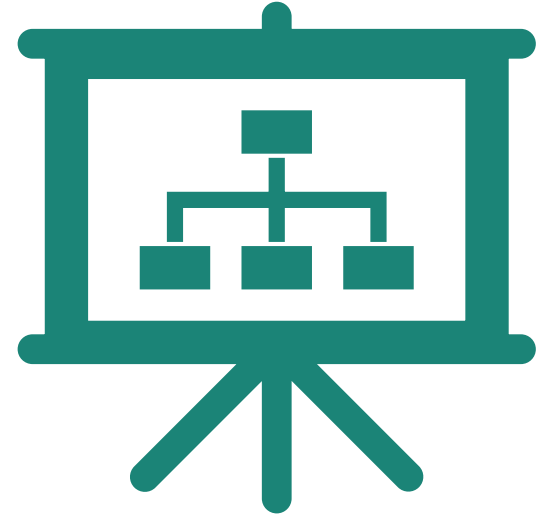
mallory.vanabbema@kcrha.org





KCRHA Leadership Updates

- Dr. Kelly Kinnison - Chief Executive Officer
- Awaiting Hire - Deputy CEO
- Irene Agustin - Chief Program Officer
- James Rouse - Chief Financial Officer
- Awaiting Hire - Chief of Equity & Impact
- Awaiting Hire - Chief of External Affairs
- Dr. Monica Gross - Dir. Planning & Special Projects
- Arlene Hampton - Dir. Homeless Investments





North King County Interlocal Agreement (ILA) - Annual Report

- Overview
- Key Accomplishments
- Areas for Improvement



North King County Annual Report Overview

- Background
- Funding
 - Process Overview
 - City Investments – 2023 & 2024
 - KCRHA Investments – 2023 & 2024
- NKC System Data
 - Data Source – Overview
 - Data Reporting
- NKC Sub-Regional Implementation Plan
- Severe Weather



North King County Key Accomplishments

- **Technical Assistance**
- **Staff & Provider Connections**
- **Salesforce Transition**
- **HMIS Inventory Enhancement**
- **North King Severe Weather Shelter**
- **Local Experts Informing Regional Bodies of Work**



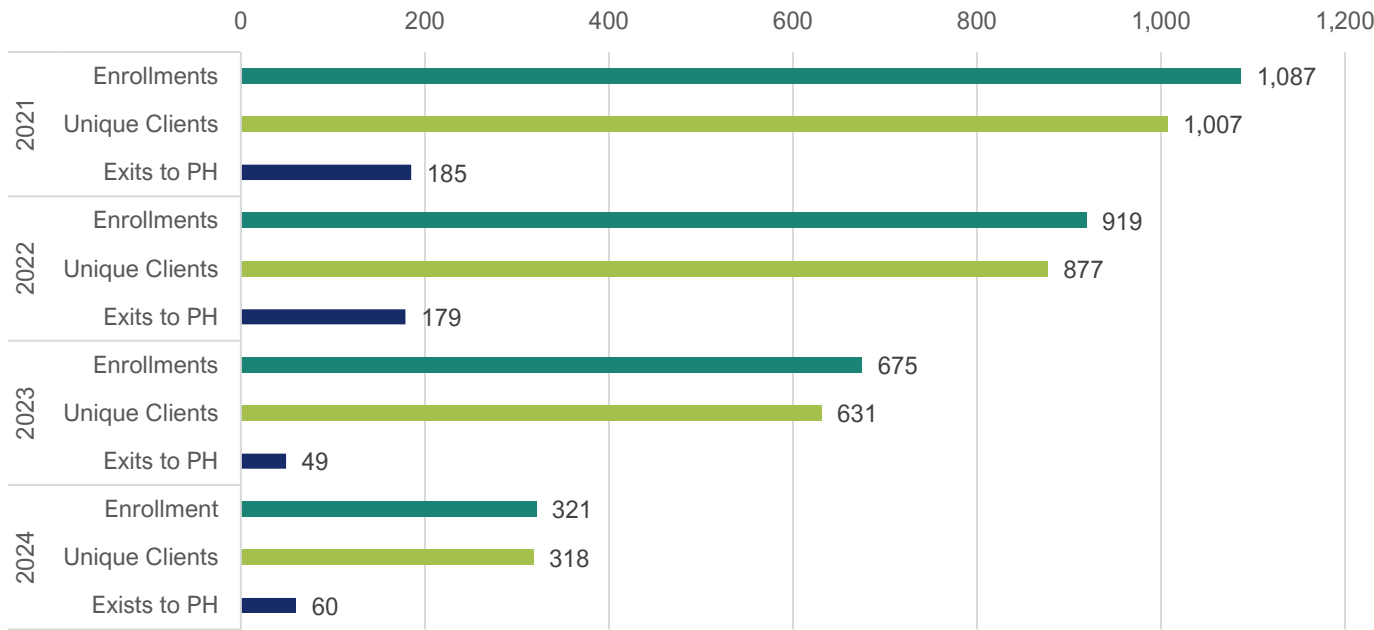
North King County Areas for Improvement

- **Sustain and Increase Funding for Services**
- **Implement Tailored Programming**
- **System Planning Engagement**
- **Provider Pool**
- **Severe Weather Response**



Program Performance Year over Year

NKC Program Outcome Data 2021-2024



*2024 Data is through August 2024

Severe Weather Shelter January - March 2024

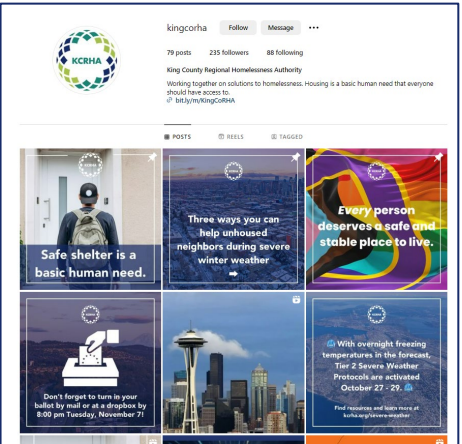


- 15 Nights Activated
- 155 Guests Sheltered
- 310 Meals Served
- 2 Clients Received Move-in Assistance
- 14 Transportation Support Rides
- Service Referrals & Supplies Offered to All Guests

Severe Weather: Getting the Word Out

Where can I find info?

- KCRHA Website & Social Media
- City Partner Newsletters & Social Media
- Local News Outlets



KCRHA's Severe Weather Response Protocols are not currently active.

This page was last updated on Monday, October 30 at 11:30 am.

Across all seasons, Public Health of Seattle-King County has advice on [being prepared for hot weather](#), and [being prepared for wildfire smoke](#), and, in the case of extreme cold, [how to prevent and treat hypothermia](#).

Learn more about [thresholds for cold weather activation](#) or review our full [Severe Weather Policy](#).

Use the links below to find forecast information and year-round resources.

**National Weather Service
Seattle Briefings**

Year-Round Regional Services Database

Current Seattle Forecast

Shareable Graphics & Fliers	✓
Seattle	✓
North King County	✓
South King County	✓
East King County	✓
Snoqualmie Valley	✓
Ways the Community Can Help	✓

**North King County
SEVERE WEATHER SHELTER**

Overnight shelter open 8PM - 7AM during severe weather

Serves single adults and couples

Walk-ins welcome, calling ahead encouraged

Families with children call: 206-249-9026

Call ahead to reserve a bed:
206-837-2746
St. Dunstan's Church
722 N 145th Street, Shoreline

Operated by the Urban League

Activation status:



North King County Adapting Severe Weather Response

Investing in Adaptive Severe Weather Response

- **Cooling Canopy Operation**
- **Outreach Services**
- **Supply Distribution**
- **Transportation Partnership**





Thank you.

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Scan this QR code to sign up for KCRHA emails →



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