

RESOLUTION R-5522

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND RELATED TO A PERMANENT SUPPORTIVE HOUSING PROJECT BY KING COUNTY AT THE LA QUINTA INN LOCATION IN KIRKLAND AS PART OF THE COUNTY'S HEALTH THROUGH HOUSING PROGRAM, IDENTIFYING KEY ISSUES NECESSARY FOR CITY SUPPORT AND AUTHORIZING THE NEGOTIATIONS OF ONE OR MORE AGREEMENTS THAT PROVIDE FOR SUCH USE WHILE IMPOSING REASONABLE REGULATIONS THEREON IN SUPPORT OF PUBLIC HEALTH AND SAFETY.

1           WHEREAS, King County ("County") is considering  
2 completion of the purchase of the La Quinta Inn ("La Quinta") in  
3 Kirkland for permanent supportive housing through its Health  
4 Through Housing ("HTC") program; and  
5

6           WHEREAS, permanent supportive housing provides  
7 housing paired with on-site or off-site voluntary services designed  
8 to support a person living with a disability to be a successful  
9 tenant in a housing arrangement, improve the resident's health  
10 status, and connect residents of the housing with community-  
11 based care, treatment, and services; and  
12

13           WHEREAS, pursuant to RCW 35A.21.430, code cities shall  
14 not prohibit permanent supportive housing in any zones in which  
15 residential dwelling units or hotels are allowed, subject only to  
16 reasonable requirements imposed to protect public health and  
17 safety and which still allow for permanent supportive housing uses  
18 within the city to accommodate the city's projected need for  
19 housing and shelter under RCW 36.70A.070(2)(a)(ii); and  
20

21           WHEREAS, La Quinta is located in a zone under the Kirkland  
22 Zoning Code in which residential units and/or hotels are  
23 permitted; and  
24

25           WHEREAS, the City Council supports permanent supportive  
26 housing uses at appropriate locations within Kirkland and believes  
27 the La Quinta Inn site can be a successful HTC site for the County  
28 if certain reasonable operating guidelines, screening criteria, and  
29 regulations are in place to protect public health and safety as  
30 provided for and in accordance with state law; and  
31

32           WHEREAS, while supportive of permanent supportive  
33 housing in Kirkland and the County's proposed La Quinta HTC  
34 project, the Council acknowledges that the La Quinta property  
35 shares a common border with a major school and is situated in  
36 close proximity to a preschool and a daycare facility and so  
37 requires thoughtful consideration for issues of public health and  
38 safety of students and others; and  
39

40           WHEREAS, the County shares the goal of creating  
41 additional permanent supportive housing opportunities in King

42 County, including on the Eastside and in Kirkland, while also  
43 helping ensure that such uses remain a "good neighbors,"  
44 including through reasonable requirements on such uses that  
45 address public health and safety needs; and

46  
47 WHEREAS, as a result of the foregoing, the City has  
48 prepared a conceptual term sheet ("Term Sheet"), agreed to by  
49 the County, and attached hereto as Exhibit A that will, if the  
50 County's purchase of La Quinta is completed, provide the direction  
51 for future and more detailed agreements between the City, the  
52 County, and/or its future facility operator, which agreement(s)  
53 shall be subject to approval by the City Council prior to their  
54 becoming effective; and

55  
56 WHEREAS, at a February 28, 2022 meeting with the County  
57 Executive, it was confirmed for the Mayor and Deputy Mayor that  
58 the County may close on the purchase of the La Quinta Inn by as  
59 soon as March 3, 2022, and the City needs to formally approve a  
60 conceptual term sheet at the March 1 Council meeting to ensure  
61 the County receives the term sheet prior to closing on the  
62 property.

63  
64 NOW, THEREFORE, be it resolved by the City Council of the  
65 City of Kirkland as follows:

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67 Section 1. The City Council's support of the permanent  
68 supportive housing project as part of the Health Through Housing  
69 program at the La Quinta Inn is conditioned upon reaching  
70 agreement with the County on terms consistent with the  
71 Conceptual Term Sheet for King County Permanent Supportive  
72 Housing Project at La Quinta Inn Location in Kirkland attached  
73 hereto as Exhibit A.

74  
75 Section 2. The City Manager is hereby authorized and  
76 directed to negotiate agreements with King County and/or its  
77 future facility operator with respect to a Health Through Housing  
78 permanent supportive housing project at the La Quinta Inn  
79 location in Kirkland consistent with the Conceptual Term Sheet for  
80 King County Permanent Supportive Housing Project at the La  
81 Quinta Inn Location in Kirkland attached hereto as Exhibit A.

82  
83 Section 3. Any agreements related to Section 2 hereof shall  
84 be subject to City Council approval.

85  
86 Section 4. The City Manager is hereby authorized and  
87 directed to perform a robust community engagement and  
88 stakeholder outreach process, including a town hall or public  
89 hearing, that would allow all interested members of the public to  
90 provide comment on Permanent Supportive Housing in Kirkland  
91 and to provide feedback for use in developing the agreements  
92 referenced in Section 2.

93  
94 Passed by majority vote of the Kirkland City Council in open  
95 meeting this 1<sup>st</sup> day of March, 2022.

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Signed in authentication thereof this 1<sup>st</sup> day of March,  
2022.

  
\_\_\_\_\_  
Penny Sweet, Mayor

Attest:

  
\_\_\_\_\_  
Kathi Anderson, City Clerk

## **Conceptual Term Sheet for King County Permanent Supportive Housing Project at the La Quinta Inn Location in Kirkland**

### **PURPOSE**

The purpose of this term sheet is to outline some of the most important terms and conditions that the Kirkland City Council believes are necessary to maintain City support for the project. It is not intended to address all potential issues or agreements.

These concepts would be developed into binding agreements between King County (County) and the City of Kirkland (City) and/or King County and its facility operator (Operator) at the La Quinta Inn site.

The agreements anticipated by this Term Sheet will formalize the County management, allocation of services and operating funds, and corresponding requirements for this permanent supportive housing use in Kirkland.

The agreement between the County and City may be an Interlocal Agreement or another mechanism that memorializes and provides transparency and accountability on the commitments of the City and the County.

### **STATEMENT OF PRINCIPLES**

- Kirkland supports the Health Through Housing (HTH) program and wants an HTH facility in Kirkland.
- Kirkland believes La Quinta Inn can be a successful HTH site if King County and Kirkland can agree on the terms outlined in this document.
- Kirkland believes the La Quinta Inn site is unique among proposed HTH sites King County has acquired or is considering acquiring because it shares a property line with a large school. King County acknowledges Kirkland's belief while observing that there is also a HTH site at the former Northgate Extended Stay America hotel which is separated from Ingraham High School by one single family home parcel width.
- If La Quinta Inn is not selected by King County, Kirkland supports King County acquiring an alternative property in Kirkland for an HTH site.

### **COMMUNICATION**

Terms are needed to ensure ongoing communications between the County, City, Operator, and service providers. A communications plan should be developed and include a schedule for regular meetings between the parties to discuss performance of the permanent supportive housing, to work on any unexpected challenges, and to promptly resolve issues. The plan should also include a schedule for reports to the County and City legislative bodies that, among other things, include performance summaries and answer questions regarding site performance.

### **DISPUTE RESOLUTION**

A dispute resolution process should be included in the agreements to facilitate the prompt elevation and resolution of disputes that arise regarding operation of the permanent supportive housing use consistent with the terms and obligations of the agreements. If dispute resolution processes are not timely and successful, the parties need to have the ability to seek to enforce the terms and conditions of the agreements judicially.

### **CHANGES TO THE AGREEMENTS AND NOTIFICATIONS**

The agreements should include processes for amending the agreement and for providing required notifications.

### **SOME KEY CONCEPTS AND AGREEMENT TERMS**

- a. City opportunity to review and approve County selection process and criteria for the Operator.
- b. Review and approve terms and conditions of Operator agreement, including those related to subjects such as operating standards, screening criteria, compliance with laws, standards of care, breach and cure, indemnification, and insurance.
- c. County and Operator agree facility will be used exclusively for permanent supportive housing and for no other purpose or use without prior City approval.
- d. The County and Operator shall maintain strict compliance with existing state law limitations on registered sex offenders living within 880 feet of public and private schools.
- e. The La Quinta Inn site shares a property line with a large school. As a result, the agreements will include provisions that individuals who do not meet the operating and screening protocols of the City and County-approved facility operator and other requirements within the City and County-approved Operator agreement will not be housed within the facility.
- f. The City will partner with King County on exploring additional permanent supportive housing sites in Kirkland not adjacent to schools that could also provide permanent supportive housing to persons who are not accepted for housing by the City and County-approved facility operator at the former La Quinta Inn.
- g. Provisions in the County agreement with the City addressing these topics, and those below, that include City and County remedies in the event of breach or default by the County, the City, or the City and County-approved facility Operator, including remedies such as specific performance and injunctive relief.

### **OTHER KEY AGREEMENT TERMS**

The agreement between the County and City should require the agreement between the County and its Operator to require the Operator to provide at least the following items:

1. Supportive housing staffing required 24 hours per day and seven days per week.
2. No designated supervised/safer consumption site (SCS), supervised/safer injection facility (SIF), or supervised/safer injection service (SIS).
3. No car camping or camping of any kind at the site.

4. Coordination with local service providers and City staff to identify and prioritize eligible homeless individuals in Kirkland and the Eastside so that people requiring permanent supportive housing are able to access that resource within their community.
5. Comprehensive services provided including behavioral health treatment (including substance use disorders), employment assistance, job training, education, and transportation.

**Terms to be Developed Following Operator Selection**

1. A community relations plan shall be developed to address:
  - a. Potential impacts on nearby schools, businesses, and/or residences including a proposed resolution and mitigation approach.
  - b. Expectations between the local community, site operators, service providers, and city representatives (e.g., data and performance measures, program descriptions and services offered, opportunities to volunteer and donate).
  - c. An identified "Neighborhood Liaison," a staff person who has been designated to be a visible and friendly ambassador for the permanent housing facility, nurture respectful relationships among community members, attend community events, and receive and respond to neighbor complaints in a timely manner.
2. A safety and security plan shall be developed in consultation with and approved by the Kirkland Police Department. The safety and security plan shall include:
  - a. A plan to address illegal, unsafe, or disruptive behavior at the site and in the perimeter of the area that infringes on the safety of occupants, community members, and employees and a description of the consequences for engaging in disruptive behavior up to and including eviction;
  - b. A plan for the coordination of services between the operator, the County and City of Kirkland public safety staff (e.g. police, fire, community responders), including any private security personnel employed by the operator of the site and any surrounding schools or business owners; and a clear process and City contact for circumstances in which community concerns are not responded to by the Operator in a timely fashion;
  - c. Provision of County and Operator contact information to respond 24/7 to City and community concerns;
  - d. Identification of performance metrics and reporting plan that will be used to track compliance with the safety and security plan
3. Program rules and/or code of conduct shall be developed in consultation with the Operator, service providers, and those who have a lived experience of homelessness.
  - a. Program rules and/or code of conduct shall describe occupant expectations and consequences for failing to comply.
  - b. The code of conduct shall at a minimum address the following topics:
    - i. The use of alcohol and recreational marijuana;
    - ii. The use of illegal drugs;
    - iii. The sale of illegal drugs;

March 1, 2022

- iv. Threatening or unsafe behavior; and
- v. Weapon possession.