

RESOLUTION R-5235

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH HOLY SPIRIT LUTHERAN CHURCH AND SALT HOUSE TO WORK TOGETHER WITH OTHER NON-PROFIT ENTITIES TO SECURE A SITE FOR A PERMANENT SHELTER FOR HOMELESS WOMEN AND FAMILIES IN KIRKLAND.

1 WHEREAS, A Regional Coalition for Housing (ARCH) prepared a
2 white paper in 2014 articulating the need for permanent winter shelters
3 in East King County as part of a strategy on the path to housing for the
4 homeless; and

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6 WHEREAS, the Kirkland City Council adopted a City Work
7 Program item for 2015-2016 to "Partner with A Regional Coalition for
8 Housing and non-profit organizations to site a permanent Eastside
9 women's shelter in Kirkland"; and

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11 WHEREAS, the City has been meeting with representatives from
12 A Regional Coalition for Housing (ARCH) and local faith communities,
13 including Holy Spirit Lutheran Church and Salt House (HSLC/SH), to
14 discuss the potential of siting a women and family shelter in Kirkland;
15 and

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17 WHEREAS, all parties support siting a permanent women and
18 family shelter in Kirkland; and

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20 WHEREAS, Salt House is a satellite congregation to Holy Spirit
21 Lutheran Church (HSLC) and the property on which Salt House is located
22 is owned by HSLC on a lot with the address of 11920 NE 80th St.,
23 Kirkland (the "Church Parcel"); and

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25 WHEREAS, the Salt House property also includes a separate
26 adjacent lot at 11906 NE 80th St. (hereinafter the "Parsonage Parcel");
27 and

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29 WHEREAS, HSLC/SH have agreed to adjust the boundaries of
30 the Parsonage Parcel and the Church Parcel to create a new
31 undeveloped parcel (hereinafter the "Shelter Parcel") that can be used
32 to site a new permanent women and family shelter; and

33
34 WHEREAS, the Salt House congregation has voted to support
35 selling a portion of the property located at 11920 NE 80th St., Kirkland
36 (the proposed "Shelter Parcel") for siting a permanent women and
37 family shelter; and

38 WHEREAS, a number of actions need to be taken by Salt House,
39 HSLC, ARCH, and other parties to finalize the terms of a purchase and
40 sale agreement, including identifying the appropriate party or parties to
41 own the property, secure the financing, and carry out the Project; and
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43 WHEREAS, the City and HSLC/Salt House desire to enter into an
44 agreement in which they will work together with ARCH and other parties
45 to secure the site for the shelter; and
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47 WHEREAS, the City and HSLC/Salt House desire to enter into a
48 Memorandum of Understanding between them, setting out the working
49 arrangements that each of them agree are necessary to complete the
50 Project; and
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52 WHEREAS, Holy Spirit Lutheran Church as the parent
53 congregation and owner of the Salt House property voted on January
54 29, 2017 to approve entering into a Memorandum of Understanding
55 (MOU) with the City of Kirkland to pursue the sale of a portion of the
56 Salt House property for the siting of a permanent women and family
57 shelter.
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59 NOW, THEREFORE, be it resolved by the City Council of the City
60 of Kirkland as follows:
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62 Section 1. The City Manager is hereby authorized and directed
63 to enter into the Memorandum of Understanding substantially similar to
64 that attached as Exhibit "A", with Holy Spirit Lutheran Church and Salt
65 House.
66

67 Passed by majority vote of the Kirkland City Council in open
68 meeting this 7th day of February, 2017.
69

70 Signed in authentication thereof this 7th day of February, 2017.


MAYOR

Attest:


City Clerk

Memorandum of Understanding

This memorandum of understanding (the Memorandum) is made this _____, day of _____, 2017, by and between the **City of Kirkland, Washington**, hereinafter referred to as the **City**, and **Holy Spirit Lutheran Church and Salt House**, of Kirkland, Washington, hereinafter referred to as **HLSC/Salt House**, for the purpose of achieving the various aims and objectives relating to securing a site for a permanent women and family shelter in Kirkland. For purposes of this Memorandum, securing the site will be referred to as **the Project**.

WHEREAS A Regional Coalition for Housing (ARCH) prepared a white paper in 2014 articulating the need for permanent winter shelters in East King County as part of a strategy on the path to housing for the homeless,

AND WHEREAS the Kirkland City Council adopted a City Work Program item for 2015-2016 to “Partner with A Regional Coalition for Housing and non-profit organizations to site a permanent Eastside women’s shelter in Kirkland,”

AND WHEREAS The New Bethlehem Project, sponsored by Holy Family Parish, in collaboration with St. Louise Parish, Salt House, Catholic Community Services (CCS), and other faith communities and concerned organizations, opened the year-round New Bethlehem Day Center in the lower level of the existing Salt House building located at 11920 NE 80th St., Kirkland, WA in November 2016 for families experiencing homelessness,

AND WHEREAS the City has been meeting with representatives from ARCH, CCS, The Sophia Way (TSW), and local faith communities including Salt House, Holy Spirit Lutheran Church (HSLC), and Holy Family Parish to discuss the potential of siting a women and family shelter in Kirkland,

AND WHEREAS all parties support the siting of a permanent shelter for women and families in Kirkland,

AND WHEREAS Salt House is a satellite congregation to Holy Spirit Lutheran Church (HSLC) and the property on which Salt House is located is owned by HSLC,

AND WHEREAS the Salt House congregation has voted to support selling a portion of the property located at 11920 NE 80th St., Kirkland (hereinafter the “Church Parcel”) for siting a permanent women and family shelter,

AND WHEREAS the Salt House property also includes a separate adjacent lot at 11906 NE 80th St. (hereinafter the “Parsonage Parcel”),

AND WHEREAS the boundaries of the Parsonage Parcel can be moved to the northwest corner of the Church Parcel to create an undeveloped parcel (hereinafter the “Shelter Parcel”) that can be used to site a new permanent women and family shelter,

AND WHEREAS the boundary line adjustment would result in the structure on the Parsonage Parcel becoming part of the Church Parcel and there would no longer be a separate Parsonage Parcel,

AND WHEREAS Holy Spirit Lutheran Church as the parent congregation and owner of the Salt House property voted on January 29, 2017 to approve entering into this MOU to pursue the sale of a portion of the Salt House property within the broad parameters summarized in this document,

AND WHEREAS the Washington State Legislature appropriated funds (\$350,000) to support locating a women and family shelter in Kirkland that must be committed to that purpose by March 1, 2017,

AND WHEREAS the Kirkland City Council has appropriated funds toward the shelter project as part of the 2017-2018 Budget (\$850,000),

AND WHEREAS a number of actions need to be taken by Salt House, HSLC, ARCH, CCS and other parties to finalize the terms of a purchase and sale agreement, including identifying the appropriate party or parties to own the property, secure the financing, and carry out the Project,

AND WHEREAS the City is willing to be the interim property owner if necessary to facilitate the Project,

AND WHEREAS the City and HSLC/Salt House desire to enter into an agreement in which they will work together with ARCH, CCS and other parties to secure the site for the shelter; and

AND WHEREAS the City and HSLC/Salt House desire to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of them agree are necessary to complete the Project.

Purpose

The purpose of this Memorandum is to provide the framework for a future purchase and sale agreement regarding the purchase of a portion of the property owned by HSLC/Salt House to be used as a permanent women and family shelter.

Obligations of the Parties

The Parties acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in good faith to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services for the Project that the parties will work jointly and with other parties including CCS to carry out shall include, but not be limited to:

- a. Convening the parties to identify the steps necessary to carry out the Project,
- b. Cooperate with efforts to pursue the necessary funding to secure the site;
- c. Carrying out necessary studies and services to secure the site, including but not limited to surveys and appraisals; and
- d. HSLC/Salt House securing a boundary line adjustment with the City of Kirkland to move the boundaries of the existing Parsonage Parcel to the Northwest corner of the property to create the Shelter Parcel;

To the extent that either of the Parties will incur out of pocket expenses to carry out these tasks, responsibility for those costs will be determined by the Parties in advance of the costs being incurred.

Broad Parameters

The Parties have agreed to pursue the Project within the following broad parameters:

- a. The Parsonage Parcel boundaries will be relocated to the northwest corner of the Church Parcel to create the Shelter Parcel;
- b. The resulting Shelter Parcel will be at least 0.33 acres in size;
- c. HSLC/Salt House will grant an access easement across the Church Parcel to the Shelter Parcel;
- d. Parking requirements for the Shelter Parcel will be addressed as part of the Shelter project, with approved additional street parking as needed;
- e. The estimated price range for the Shelter Parcel, depending on the final size, is expected to be \$500,000-\$750,000, with the final price to be set based on an appraisal by an appraiser who has been mutually agreed upon by the City and HSLC/Salt House;
- f. CCS and/or TSW are anticipated to be the owner/operators of the shelter facility;
- g. The transaction will include covenants that the Shelter Parcel cannot be resold for private commercial or residential redevelopment in the event that a permanent women and family shelter proves infeasible, but the parcel could be used for other non-profit or public purposes.
- h. The purchase and sale agreement will contain the following language to ensure eligibility for Federal funding: "Notwithstanding any other provision of this Contract, Purchaser shall have no obligation to purchase the Property, and no transfer of title to the Purchaser may occur, unless and until King County has provided Purchaser and/or Seller with a written determination, on the basis of a federally required environmental review and an approved request for release of federal funds, that purchase of the property by Purchaser may proceed, subject to any other Contingencies in this Contract, or may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property. King County shall use its best efforts to conclude the environmental review of the property expeditiously."

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be used. Co-coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Liability

No liability will arise or be assumed between the Parties as a result of the Memorandum.

No Third Party Benefit

The Memorandum and/or agreements, aims and objectives stated herein are not intended to, and do not, create any rights in any named or unnamed third parties.

Dispute Resolution

In the event of a dispute between the Parties in the negotiation of the final purchase and sale agreement relating to the Project, a dispute resolution group will convene consisting of the City Manager for the City of Kirkland and a lay leader from HSLC/Salt House, together with one other person

independent of the Parties agreed to by the City Manager and the lay leader. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Parties agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any final and binding purchase and sale agreement for the Project.

Term

The agreement and arrangements made by the Parties by this Memorandum shall remain in place from the date it is signed by both parties until December 31, 2017. The term can only be extended by written agreement of all of the Parties.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by email to the following:

The City – Kurt Triplett, City Manager at ktriplett@kirklandwa.gov
HSLC/Salt House – David Papenhausen at dpappy1@aol.com

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Washington.

Assignment

Neither party may assign or transfer the responsibilities or agreements made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may only be amended or supplemented by agreement of all Parties in writing.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Understanding

It is mutually agreed upon and understood by and among the Parties to this Memorandum that:

- a. Each Party will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this Memorandum restrict involved Parties from participating in similar agreements with other public or private agencies, organizations and/or individuals.
- c. To the extent possible, each Party will cooperate in the development of the Project.
- d. Nothing in this Memorandum shall obligate any Party to the transfer of funds. Any transfer of funds related to the Project shall be handled in accordance with applicable laws, regulations, and procedures. Such transfers shall be outlined in separate agreements that shall be made in

writing by representatives of the Parties involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.

- e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- f. This Memorandum will be effective upon the signature of all Parties.
- g. Any Party may terminate its participation in the Memorandum by provided written notice to the other Party.

Signatories

The Parties signing below support the foregoing goals and objectives.

This Memorandum shall be signed on behalf of the City by Kurt Triplett the City Manager, and on behalf of HSLC/Salt House by David Papenhausen the Church Council President. This Memorandum shall be effective as of the date first written above.

The City of Kirkland
By Kurt Triplett, its City Manager

HSLC/Salt House
By David Papenhausen, its Church Council President