

Before Starting the CoC Application

You must submit all three of the following parts in order for us to consider your Consolidated Application complete:

1. the CoC Application,
2. the CoC Priority Listing, and
3. all the CoC's project applications that were either approved and ranked, or rejected.

As the Collaborative Applicant, you are responsible for reviewing the following:

1. The FY 2026 CoC Program Competition Notice of Funding Opportunity (NOFO) for specific application and program requirements.
2. The FY 2026 CoC Application Detailed Instructions which provide additional information and guidance for completing the application.
3. All information provided to ensure it is correct and current.
4. Responses provided by project applicants in their Project Applications.
5. The application to ensure all documentation, including attachment are provided.

Your CoC Must Approve the Consolidated Application before You Submit It

- 24 CFR 578.9 requires you to compile and submit the CoC Consolidated Application for the FY 2026 CoC Program Competition on behalf of your CoC.
- 24 CFR 578.9(b) requires you to obtain approval from your CoC before you submit the Consolidated Application into e-snaps.

1A. Continuum of Care (CoC) Identification

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants; and
- Frequently Asked Questions

1A-1. CoC Name and Number: WA-500 - Seattle/King County CoC

1A-2. Collaborative Applicant Name: King County Regional Homelessness Authority

1A-3. CoC Designation: CA

1A-4. HMIS Lead: King County Regional Homelessness Authority

1B. Coordination and Engagement–Accountable Structure and Participation

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

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- Frequently Asked Questions

1B-1.	Accountable Structure and Participation.	
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In the chart below for the period from June 1, 2025 to May 31, 2026:

1.	select 'Yes' or 'No' in the chart below if the entity listed participated in CoC meetings or select 'Nonexistent' if the entity does not exist in your CoC's geographic area, and
2.	enter the number of persons on the board for each category where you answered 'Yes' in the Participated in CoC Meetings column.

You must click Save at the bottom of the form before entering the number of persons for each category where you answered 'Yes'.

	Entity	Participated in CoC Meetings	Number of Board Members
1.	Affordable Housing Developer(s)	Yes	0
2.	CDBG/HOME/ESG Entitlement Jurisdiction(s)	Yes	1
3.	Certified Community Behavioral Health Clinic (CCBHC)	Yes	3
4.	Community Mental Health Center (CMHC)	Yes	3
5.	Disability Advocate(s)	Yes	3
6.	Disability Service Organization(s)	Yes	1
7.	Emergency Medical Services (EMS)/Crisis Response Team(s)	Yes	2
8.	Employment Assistance Program(s) (e.g., Local Workforce Development, American Job Center)	Yes	2
9.	Faith-based Organization(s)	Yes	3
10.	Homeless or Formerly Homeless Person(s)	Yes	14
11.	Hospital(s)	Yes	2
12.	Other Primary Healthcare Provider(s) (e.g., Federally Qualified Health Center, Healthcare for the Homeless)	Yes	4
13.	Indian Tribes and Tribally Designated Housing Entities (TDHEs) (Tribal Organizations)	Yes	0
14.	Law Enforcement	Yes	1
15.	Local Court Systems, Including Specialty Courts (e.g., Mental Health Court, Drug Court, Care Court)	Yes	4
16.	Local Government Staff/Official(s)	Yes	1

17.	State Government Staff/Official(s)	No	
18.	State or Local Elected Public Official(s)	Yes	2
19.	Local Jail(s)	Yes	1
20.	Mental Health Service Organization(s)	Yes	2
21.	Mental Illness Advocate(s)	Yes	1
22.	Organization(s) led by and serving people with disabilities	Yes	0
23.	Other homeless subpopulation advocate(s)	Yes	1
24.	Other nonprofit homeless assistance provider(s)	Yes	5
25.	Other social service provider(s)	Yes	0
26.	Public Housing Agencies	Yes	0
27.	Recovery Housing or Sober Living Provider(s)	Yes	2
28.	School Administrators/Homeless Liaison(s)	Yes	1
29.	School District(s)	Yes	1
30.	Street Outreach Team(s)	Yes	3
31.	Substance Abuse Advocate(s)	Yes	2
32.	Substance Abuse Service Organization(s)	Yes	2
33.	Universities	Yes	1
34.	Veteran Serving Organization(s)	Yes	0
35.	Agencies Serving Survivors of Human Trafficking	Yes	0
36.	Victim Service Provider(s)	Yes	0
37.	Domestic Violence Advocate(s)	Yes	4
38.	Other Victim Service Organization(s)	Yes	0
39.	State Domestic Violence Coalition	No	
40.	State Sexual Assault Coalition	Nonexistent	
41.	Youth Advocate(s)	Yes	2
42.	Youth Homeless Organization(s)	Yes	0
43.	Youth Service Provider(s)	Yes	0
44.	Other Homeless Assistance Provider(s)	Yes	0
45.	Local Business or Chamber of Commerce or a Member of a Business Improvement District	Yes	5
	Other: (limit 50 characters)		
46.			
47.			

1B-2.	Open Invitation for New Members.	
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Describe your CoC's transparent process (e.g., communicated to the public on the CoC's website) to invite new members to join the CoC at least annually.

(limit 2,500 characters)

The Continuum of Care (CoC) maintains a transparent and publicly available process for inviting new members to join. Information about CoC membership, including eligibility requirements and a link to the membership application form, is permanently posted on the CoC's public website and is accessible to all individuals and organizations throughout the CoC geography. The opportunity to join the CoC is widely communicated through multiple channels, including social media, the CoC Lead's newsletter, email distributions, partner networks, and public meetings.

The CoC conducts outreach for new members on an ongoing basis through dedicated staff and solicits new membership at least annually. In addition to maintaining a continuously open membership process, the CoC regularly promotes membership opportunities throughout the year to ensure community partners are aware of and able to participate in CoC activities. During 2026, 60 new individuals and organizations registered as CoC members through these outreach efforts.

The CoC Board and King County Regional Homelessness Authority (KCRHA) - the CoC Lead - staff regularly review membership composition to identify gaps in representation and ensure participation reflects the variety of partners and organizations involved in the homeless response system. Consistent with the CoC Charter, targeted recruitment efforts are conducted when additional representation is needed. Outreach prioritizes underrepresented sectors. In 2025 and 2026, this included public safety agencies, elected officials, business and employer communities, veterans' organizations, and other key community partners.

Individuals and organizations may apply for membership at any time through an online application that remains continuously available on the CoC website. To promote fair access and reduce barriers to participation, paper applications are also available upon request for individuals who may experience technological, language, or accessibility barriers. Additional recruitment occurs through referrals from current members, direct outreach by CoC board members, KCRHA staff, community engagement activities, email campaigns, and social media communications.

By maintaining an open, year-round membership process and conducting regular public outreach and annual recruitment efforts, the CoC ensures that opportunities to join are transparent, accessible, and available to all interested parties throughout the CoC's geographic area.

1B-3.	CoC's Strategy to Solicit and Consider Opinions on Preventing and Ending Homelessness.	
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Describe your CoC's transparent process (e.g., communicated to the public on the CoC's website) to solicit and consider opinions regarding the CoC's general performance, strategies, and priority setting process from a broad array of individuals and organizations that have knowledge of homelessness or an interest in preventing or ending homelessness in the CoC's geographic area.

(limit 2,500 characters)

CoC maintains transparent & inclusive process for soliciting & considering community input regarding system performance, strategic priorities, funding decisions & efforts to prevent/end homelessness. Engagement opportunities are publicly communicated through CoC website, newsletters, email distributions, public meeting notices, partner networks & community outreach activities. CoC Board meetings, public comment opportunities, planning discussions & partner engagement events provide regular opportunities for community members to offer feedback & inform decision-making

CoC actively seeks input from a broad array of individuals & orgs w knowledge of homelessness or an interest in preventing & ending homelessness, including ppl w lived experience of homelessness, local govts, public housing authorities, law enforcement & public safety agencies, healthcare & behavioral health providers, vet-serving organizations, homelessness prevention & housing providers, youth & young adult advocates, survivors of DV, faith-based & community-based orgs, funders, business & employer reps, philanthropic partners & ppl experiencing unsheltered homelessness.

In 2026, CoC gathered feedback through Bi-Annual Convenings, CoC Board meetings, CE discussions, System Performance Measure reviews, Requests for Information (RFIs), online surveys, public comment periods, community engagement sessions & direct partner outreach conducted by CoC Lead staff. Feedback from these engagement activities was reviewed & incorporated into CoC planning, policy development, funding priorities, performance improvement strategies & implementation of systemwide initiatives. Partner input directly informed strategic investments, efforts to improve housing outcomes & the adoption of policies such as the Policy on Advancing Recovery & Prohibiting Illicit Drug Enablement.

CoC is committed to ensuring meaningful participation by all community members. Meetings are offered in virtual or hybrid formats & include accessibility features such as closed captioning. The CoC Coordinator serves as the ADA point of contact & materials are provided in accessible electronic formats compatible w assistive technology. Through these publicly communicated & accessible engagement processes, CoC ensures community feedback is both solicited & meaningfully considered, resulting in priorities & strategies that reflect the expertise, experiences & needs of partners & ppl impacted by homelessness throughout the CoC geography.

1B-4.	Public Notification for Proposals from Organizations Not Previously Awarded CoC Program Funding.	
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Describe your CoC's transparent process to accept and consider proposals from organizations that have not previously received CoC Program funding including faith-based organizations.

(limit 2,500 characters)

The CoC maintained a transparent, publicly advertised process to solicit, accept & evaluate proposals from all eligible organizations, including organizations that have not previously received CoC Program funding & faith-based organizations. Funding opportunities, application requirements, timelines & evaluation criteria were publicly posted on the CoC website & shared through CoC distribution lists, social media platforms, partner networks, & in public meetings. The CoC Bonus & DV Bonus competitions were publicly announced & all application materials, instructions, & recorded information sessions were made available online.

The CoC actively recruits & supports new applicants through year-round outreach, technical assistance & pre-application consultations. Public information sessions were held to explain the local competition process, answer questions & provide information on project design, budgets, eligible activities, HUD requirements & alignment w/ local priorities. Technical assistance was available to all prospective applicants, including organizations without prior CoC funding experience & faith-based organizations. Accommodations were offered for applicants unable to submit materials electronically. Outreach efforts resulted in 19 new, non-CoC funded organizations applying through CoC Local Competition process for new programs.

All applications, including those from new and faith-based organizations, were reviewed using the same standardized process. Proposals were evaluated for eligibility, organizational capacity, project feasibility, readiness to implement, alignment with HUD priorities, responsiveness to community needs, subregional priorities, and system performance goals. Priority was given to projects addressing identified system gaps, including Transitional Housing and Supportive Services Only projects. Additional consideration was given to project readiness, strong partnerships, efficient use of resources, & the ability to address identified community needs.

Applications were scored by the CoC NOFO Rating and Ranking panels, including CoC members, individuals with lived experience, and CoC Board representation. Funding recommendations were affirmed through the CoC's established governance process and presented during a public meeting where all proposed projects, including those from new organizations, were discussed. Meeting recordings and materials were made publicly available to ensure transparency.

1B-5	Plan for Comprehensive Strategies for Reducing Homelessness.
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Describe how your CoC will incorporate comprehensive strategies for reducing homelessness, including interventions in 42 U.S.C. 11386b(d) and other targeted projects for specific subpopulations, by providing a plan to address a gap in the CoC's current homelessness system.

(limit 2,500 characters)

CoC identified gaps in homelessness response system through HMIS data, Housing Gaps Analysis, Coordinated Entry (CE) outcomes & extensive partners engagement w over 1000 community members, providers & ppl w lived experience. Analysis found inadequate temporary housing capacity, limited resources for impacted pops, insufficient services in several sub-regions & gaps in specialized interventions for youth & young adults (YYA), fams, ppl exiting incarceration & ppl w/ high-acuity health needs

CoC will implement comprehensive strategy aligned w KCRHA 5-Year Plan & HUD priorities under 42 U.S.C. 11386b(d). Interventions include expansion of outreach & housing navigation; RRH & PSH; diversion & prevention; CE improvements; increased access to non-congregate shelter & emergency housing; development of By-Name Lists; strengthened partnerships w BH, healthcare, education & criminal legal systems & targeted investment in orgs serving impacted pops. CoC will also prioritize specialized approaches for YYA, families, survivors of DV, vets & individuals w/ disabilities

Performance measured through HMIS & system dashboards. By 2030, CoC will increase exits to PH by 5%, reduce average length of time homeless by 7%, reduce returns w/i 2 years by 3%, increase successful placements from outreach & shelter into PH by 6%, maintain shelter & housing utilization rates above 95%, increase participation in HMIS to 87% or higher & expand PH opportunities by at least 700 units. Progress will be reviewed annually & reported by household type, geography, age & other demographic characteristics.

Implementation will occur over multi-year timeline. Years 1-2: CoC will expand outreach capacity, improve CE, strengthen emergency housing response, enhance data infrastructure & improve cross-system coordination. Years 3-5: CoC will expand prevention & diversion activities, implement subpop-type By-Name Lists, strengthen school & child welfare partnerships & enhance accountability for service delivery

Funding sources: HUD CoC, ESG, Medicaid Foundational Community Supports, state Department of Commerce, local funds from King County & the City of Seattle, philanthropic investments

Oversight responsibility rests w King County Regional Homelessness Authority, CoC Board, KCRHA Governing Board, HMIS Lead, CE leadership & funded provider partners. Progress monitored through system performance reporting, contract oversight, community engagement & ongoing review of outcomes.

1B-5a Confirmation of Plan Coverage.

Select 'Yes' or 'No' in the chart below to indicate whether your narrative in question 1B-5 addresses the following aspects of your plan to address a gap in the CoC's current homelessness system.

1. Identifies the gap, using data or stakeholder feedback	Yes
2. The strategy to address the needs of all relevant subpopulations	Yes

3. Sets quantifiable performance measures	Yes
4. Identifies timelines for the completion of specific tasks	Yes
5. Identifies specific funding sources for planned activities	Yes
6. An individual or body responsible for overseeing implementation of specific strategies	Yes

1C. Coordination and Engagement

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

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1C-1.	Treatment and Recovery Services—On-site Substance Use Treatment Availability.	
	You must upload the List of TH/RRH/PSH Projects and Treatment Providers with On-Site Substance Use Treatment attachment to the 4A. Attachments Screen.	
	What percent of your TH/RRH/PSH projects have substance use treatment available on site?	91%

If you are a rural CoC, describe what substance use treatment is available in your CoC and how people you serve access those services.

(limit 2,500 characters)

N/A

1C-1a. Treatment and Recovery Services—Outpatient Treatment for Mental Health and Substance Use Disorders.

Describe how your CoC partners with, or has projects that provide, outpatient treatment for mental health and substance use disorders with a range of appropriate levels of care, psychosocial interventions, medication management, suicide prevention, and recovery supports.

(limit 2,500 characters)

The CoC partners with a broad network of behavioral health (BH) providers to ensure people experiencing homelessness (PEH) can access outpatient mental health (MH) & substance use disorder (SUD) treatment, medication management (MM), psychosocial interventions, recovery supports & care coordination integrated with housing services. A key partner, King County's Behavioral Health & Recovery Division (BHRD), administers the region's publicly funded BH system & funds a continuum of outpatient services matched to individual needs using Level of Care Utilization System (LOCUS) & American Society of Addiction Medicine (ASAM) criteria. Services range from routine outpatient treatment to intensive outpatient & higher-intensity programs, including Assisted Outpatient Treatment, Program for Assertive Community Treatment, first-episode psychosis services & Medication for Opioid Use Disorder (MOUD). BHRD also operates a comprehensive suicide prevention & crisis response system that includes the 988 Suicide & Crisis Lifeline, mobile crisis teams, crisis stabilization services & post-crisis follow-up programs that connect individuals to ongoing treatment & recovery supports. CoC-funded providers complement this system through direct service delivery & care coordination. Neighborhood House connects participants to outpatient BH care through partnerships with HealthPoint & Sound Behavioral Health, providing assessments, counseling, treatment, recovery support & health home care coordination for people w/ complex needs. DESC provides onsite psychiatric & MM services in PSH & partners w/ Swedish Medical Center to provide opioid treatment services. Consejo Counseling & Referral Service & Lutheran Community Services Northwest provide outpatient BH treatment through the King County Integrated Care Network. Friends of Youth & Ryther ensure youth & young adults can access outpatient treatment, intensive outpatient services, residential treatment, peer recovery supports & MOUD. Additional community partners provide psychosocial interventions, recovery planning, peer-led services, clean & sober housing supports & referrals to higher levels of care when needed. Together, these partnerships ensure people experiencing homelessness have access to a comprehensive continuum of outpatient, intensive, and residential treatments that promote long-term recovery & housing stability.

1C-1b. Treatment and Recovery Services—Peer Support and Recovery Navigation.

Describe how your CoC partners with, or has projects that provide access to, peer recovery specialists or other forms of peer support and recovery navigation.

(limit 2,500 characters)

King County's Department of Community and Human Services (DCHS), Behavioral Health and Recovery Division (BHRD), funds and administers peer support and recovery navigation services throughout the King County CoC region through partnerships with behavioral health providers. CoC-funded outreach, supportive housing, rapid rehousing, and supportive services projects routinely connect participants to peer recovery specialists, peer-led recovery supports, and recovery navigation services as part of individualized service planning. Peer specialists with lived experience assist participants in engaging in treatment, navigating healthcare and housing systems, developing recovery plans, and maintaining long-term housing stability. Examples of services include:

- **Recovery Navigator Program:** This program aims to improve health and wellness outcomes for individuals struggling with substance use and reduce their interaction with the criminal justice system. Peer recovery specialists provide intake, engagement, referral, and follow-up services to help individuals access treatment and recovery supports.
- **Peer Support Individual Services and Groups:** Peer support specialists are a standard part of outpatient treatment teams in the BHRD-funded mental health and substance use disorder treatment network. They provide both individual and group peer support services.
- **Recovery Spaces and Clubhouses:** Peer-led recovery spaces and clubhouses, such as Recovery Café and Hero House, provide peer support services to people in recovery. These programs help individuals manage their mental health, maintain sobriety, build social connections, and develop long-term recovery supports.
- **King County Housing and Recovery through Peer Services (HARPS):** HARPS is a peer-led program that provides time-limited supportive housing services and housing bridge subsidies for people exiting inpatient behavioral healthcare settings. HARPS is grounded in recovery principles and supports participants in securing stable housing, accessing community-based services, pursuing employment, and sustaining long-term recovery in the community of their choice.

1C-1c. Treatment and Recovery Services—Connecting Individuals Experiencing Serious Mental Illness with the Services Necessary to Promote Stability.

Describe how your CoC identifies individuals experiencing Serious Mental Illness and connects them with the services necessary to promote stability, such as Assertive Community Treatment teams and other models that combine intensive care coordination and assertive outreach with comprehensive treatment.

(limit 2,500 characters)

King County funds and administers treatment services for people experiencing serious mental illness (SMI) identified through the following clinical assessments that are national standards for determining need for high-intensity services: the American Association for Community Psychiatry's Level of Care Utilization System (LOCUS) score for mental health disorders and the American Society of Addiction Medicine (ASAM) score for substance use disorders (SUDs). Individuals are also identified through referrals from hospitals, the criminal legal system, homeless service providers, street outreach teams, and other community providers serving people with complex behavioral health needs. Provided high-intensity services include:

- Program for Assertive Community Treatment (PACT): PACT is an evidence-based, multidisciplinary model that provides intensive community-based treatment, assertive outreach, psychiatric services, medication management, crisis intervention, and care coordination for individuals with serious mental illness and co-occurring substance use disorders. Mobile teams deliver individualized services that help participants engage in treatment, maintain housing, reduce psychiatric crises, and achieve long-term stability.
- Residential Treatment Services: A continuum that includes acute withdrawal management, secure withdrawal management, intensive behavioral health facilities, SUD residential treatment, and long-term mental health rehabilitation facilities.
- Services for Trueblood Class Members: Legal Intervention and Network of Care (LINC), Community Outreach and Advocacy Team (COAT), and transitional housing with onsite supportive services for people currently or formerly waiting in jail for court-ordered competency evaluation or restoration services.
- Vital Program: Provides integrated, community-based services to adults experiencing behavioral health challenges, homelessness, or risk of homelessness who need intensive support. VITAL combines behavioral health treatment, primary care coordination, life skills development, housing stabilization, and ongoing coordination with criminal legal system partners to support recovery, successful reentry, and reduced crisis system utilization.

Through CE, street outreach, shelter case management, & partnerships with BH providers, the CoC connects individuals experiencing SMI to these intensive interventions to improve housing stability, reduce psychiatric crises & support long-term recovery.

1C-1d. Treatment and Recovery Services—Coordination with Providers in Connection with Drug or Other Specialty Courts.

Identify at least one partnership the CoC has with a provider or entity providing services in connection with Drug Courts and other specialty courts serving individuals with mental and substance use disorders, Assisted Outpatient Treatment (AOT) programs, and inpatient civil commitment.

(limit 500 characters)

CoC partners w King County, which serves as the local BH authority, CoC Board member, major funder & recipient of CoC-funded projects. KC administers Assisted Outpatient Treatment (AOT), therapeutic courts, criminal legal diversion programs, inpatient civil commitment services & Law Enforcement Assisted Diversion (LEAD) program. LEAD is a key CoC partner that provides pre-booking diversion, housing-focused outreach, shelter & care coordination for ppl experiencing homelessness & BH conditions.

Describe how your CoC coordinates with the provider or entity identified above to support housing stability and movement towards independence, including by leveraging court orders.

(limit 2,500 characters)

The CoC coordinates closely with King County's Assisted Outpatient Treatment (AOT) program, therapeutic courts, inpatient behavioral health providers, Law Enforcement Assisted Diversion (LEAD), Recovery Navigator Programs, and behavioral health outreach teams to stabilize housing and promote long-term independence for individuals with serious mental illness and substance use disorders. Through regular referral pathways, multidisciplinary case conferencing, discharge planning, and care coordination, CoC-funded providers ensure individuals exiting hospitals, treatment settings, diversion programs, or court-supervised services are connected to housing, behavioral health treatment, income supports, and ongoing case management.

Court orders issued through AOT and therapeutic courts are leveraged to support treatment engagement, medication adherence, and participation in behavioral health services, helping reduce psychiatric crises, emergency system utilization, and returns to homelessness. These interventions create structure and accountability while strengthening connections to housing and recovery supports that improve long-term stability.

LEAD and Recovery Navigator Programs are key partners that provide housing-focused outreach, intensive care coordination, treatment navigation, and behavioral health support for legally involved individuals experiencing homelessness. CoC providers coordinate with these partners to rapidly connect participants to shelter, transitional housing, permanent housing, employment services, and recovery resources. As a result, participants experience increased treatment engagement, greater housing retention, fewer crisis contacts and jail bookings, and improved access to employment, benefits, and community-based supports. Together, these partnerships help individuals maintain stable housing, reduce recidivism and institutionalization, and progress toward greater self-sufficiency and independence.

1C-1e. Treatment and Recovery Services—Partnership with Local Crisis System of Care.

Identify at least one partnership the CoC has with the local crisis system of care including 988 and crisis contact centers, mobile crisis and outreach services, and crisis stabilization services.

(limit 500 characters)

King County, direct CoC recipient, CoC Board member & main local funder, administers & funds the local crisis system of care:

- 988 Suicide Prevention& Crisis Line
- Co- & alternative responder teams for 911 calls
- Mobile crisis response teams
- Designated Crisis Responders who can initiate emergency detention & involuntary treatment
- 23-hour BH crisis stabilization unit
- 14-day crisis stabilization unit
- Center for treatment following overdose
- Sobering center
- Post-Crisis Follow-Up

1C-1f.	Treatment and Recovery Services—Availability of Units for Persons Reporting Chronic Substance Use.	
	You must upload the List of CoC Program Projects and the Number of Units that require Substance Abuse Treatment attachment to the 4A. Attachments Screen.	
	Identify the number of CoC Program-funded units that require program participant engagement in substance abuse treatment services as a condition of continued participation in the program in accordance with 24 CFR 578.75.	457

1C-1g.	Treatment and Recovery Services—24/7 Access to Detox, Residential, or Inpatient Treatment.	
Is there 24/7 access to detox, residential, and inpatient behavioral health treatment within the geographic area of your CoC?		Yes

1C-1h. Treatment and Recovery Services—Formal Partnership with Behavioral and Mental Health Facilities.

Identify at least one formal partnership the CoC has with a Certified Community Behavioral Health Clinic (CCBHC), Community Mental Health Center (CMHC), SAMHSA Projects for Assistance in Transition from Homelessness (PATH) provider, Grants for the Benefit of Homeless Individuals (GBHI) provider, or a similar facility if none of the above are located in the geographic area.

(limit 500 characters)

Two agencies providing the services in a large CoC-funded project are Valley Cities Behavioral Health Care, a Certified Community Behavioral Health Clinic (CCBHC), and Sound Behavioral Health, a licensed community behavioral health agency working towards the CCBHC designation. Both provide MH, SUD, & behavioral health (BH) outpatient treatment; high-intensity wraparound services; residential treatment; & BH crisis response to thousands of people.

1C-1i. Treatment and Recovery Services—Sober Housing Availability.

Identify at least one new or existing CoC Program-funded project that operates sober housing in accordance with 24 CFR 578.93(b)(5).

(limit 500 characters)

CoC has an array of clean and sober projects. The Williams Apartments operated by Plymouth Housing currently receives CoC funds to operate 60 clean & sober permanent supportive housing units for formerly chronically homeless individuals.

WELD Recovery Housing is a newly proposed project that will provide 170 recovery-based, sober-living transitional housing beds on a scattered-site model across 20 houses for homeless who are legal-system impacted & have chronic substance use disorders.

1C-1j. Treatment and Recovery Services—Warm Hand-Offs to Stable Housing Providers.

Describe how your CoC coordinates with the programs named in questions 1C-1a through 1C-1i to facilitate warm hand-offs to stable housing providers and prevent entry into homelessness.

(limit 2,500 characters)

There are several ways the treatment and recovery services named in the sections above coordinate warm hand-offs to stable housing providers, including:

- Crisis Service Transitions: King County funds a range of care transition programs that provide continued stabilization services in the community after a person leave an acute care setting such as a psychiatric hospital, jail, or crisis facility. These programs have a particular focus on supporting people who are experiencing homelessness after experiencing a behavioral health crisis to support them in connecting with ongoing community-based treatment services and housing resources.
- Residential Treatment Discharge Planning: Resident treatment facilities work with individuals during discharge planning to connect them to ongoing treatment and other needed resources, including housing services.
- Peer Bridger Programs: Peer Bridger Programs, including the King County Housing and Recovery through Peer Services (HARPS) program, support people in transitioning from an inpatient setting to a community-based setting. Some of these programs, such as HARPS, include limited supportive housing services and a housing bridge subsidy for people exiting inpatient behavioral healthcare settings.
- Resources for PACT Participants: Some PACT programs have set aside beds for clients needing housing.
- Clean and Sober Transitional Housing for Drug Court Participants: Two providers (WELD and Archdiocesan Housing Authority) provide transitional housing that includes sober living conditions for Drug Court participants until they graduate from the program.

Through Coordinated Entry, street outreach, shelter case management, housing navigation, and partnerships between behavioral health providers and housing programs, the CoC facilitates warm hand-offs that include direct referrals, shared service planning, discharge coordination, and follow-up engagement. Individuals are connected to rapid rehousing, permanent supportive housing, transitional housing, and other housing interventions before exiting institutional or treatment settings whenever possible, reducing the risk of homelessness and supporting long-term housing stability and recovery.

1C-2.	Supportive Services Investment.	
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	Number
1. Enter your CoC's FY 2026 Annual Renewal Demand (ARD).	\$66,283,018
2. Of projects your CoC proposed to be funded in the FY 2026 CoC Program Competition, enter the total amount of funding for the supportive services budget line items.	\$33,087,994
3. Percent of your CoC's FY 2026 ARD (from element 1 above) that is supportive services funding (from element 2 above).	50%
4. Enter the amount of funding, leverage, match, and funding commitment from other formal partnerships in supportive services for the projects included in your CoC's FY 2026 ARD.	\$13,486,414
5. Percent of your CoC's FY 2026 ARD (from element 1 above) that is the supportive services funding in proposed projects (from element 2 above) plus the amount of funding, leverage, match, and funding commitment from other formal partnerships in supportive services (from element 4 above).	70%

1C-3.	Participation Requirements for Supportive Services.	
	You must upload the Language from Project Supportive Service Agreements attachment to the 4A. Attachments Screen.	
	What percent of your housing projects (TH, PH-PSH, PH-RRH, and Joint projects) require program participants to take part in supportive services (e.g. case management, employment training, substance use disorder treatment) in line with 24 CFR 578.75(h)?	64.80%

1C-4. Consulting with ESG Recipients.

Describe how your CoC has and will continue to consult with ESG recipients in the planning and allocation of ESG funds.

(limit 2,500 characters)

WA-500 consults regularly with all ESG recipients serving the CoC geography, including the City of Seattle, King County, and Washington State (for Auburn, Bellevue, Burien, Federal Way, Kent, Kirkland, Redmond, Renton, Shoreline, and other jurisdictions). ESG recipients are actively engaged in CoC planning, coordination, and allocation decisions and are represented on key planning and governance bodies.

The King County Regional Homelessness Authority (KCRHA), as CoC Lead, works closely with ESG recipients to align ESG investments with CoC priorities, system performance goals, and identified community needs. Seattle and King County ESG staff participate in CoC workgroups and planning processes, while ESG-funded providers are integrated into the regional homeless response system.

For King County ESG funding, the Joint Recommendations Committee (JRC), an interjurisdictional body representing participating local jurisdictions, reviews community needs, funding priorities, and project recommendations before confirming final ESG funding decisions. This collaborative process ensures ESG resources are allocated transparently and in alignment with regional strategies.

KCRHA and ESG recipients regularly review HMIS, Coordinated Entry, and system performance data to identify service gaps and inform future investments in outreach, emergency shelter, rapid rehousing, homelessness prevention, and housing stabilization. ESG recipients also participate in broader planning efforts addressing unsheltered homelessness, behavioral health needs, and equitable service delivery.

The CoC maintains close coordination with Consolidated Plan jurisdictions, including Auburn, Bellevue, Federal Way, Kent, Seattle, and King County. Jurisdictional representatives participate in CoC governance and planning bodies, and local Consolidated Plans reflect ongoing collaboration with the CoC and alignment with regional homelessness response goals.

WA-500 will continue these consultation practices through shared planning, coordinated funding processes, performance review, and cross-jurisdictional decision-making to ensure ESG resources remain responsive to community needs and fully integrated within the regional homeless response system.

1C-4a. Coordination with Emergency Shelter Providers.

Describe how your CoC coordinates with shelter providers to connect individuals and families with CoC assistance.

(limit 2,500 characters)

CoC coordinates closely w emergency shelters to ensure individuals & families rapidly connect to Coordinated Entry (CE), housing navigation& CoC-funded housing resources. Since 2020, high service intensity shelters specifically reserved for encampment resolutions in Seattle report their vacancies each morning to be offered to encampment residents. In 2026, CoC developed an HMIS module to get real time vacancy information whenever a household is exited from shelter, leveraging agencies desires to demonstrate short lengths of stay to get quality data. The tool allows shelters & housing navigators to identify vacancies in real time &rapidly connect ppl to available shelter & housing opportunities.

All family & DV resources (shelter, transitional housing (TH), rapid rehousing (RRH), or permanent supportive housing (PSH)) are accessed through 24/7 call centers staffed by workers specially trained to work w those pops, including understanding additional service needs for kids or DV survivors.

Following local data that demonstrated substantially improved exits from shelter to housing when case management (CM) was provided, CoC reworked shelter & day center services in 2017 to ensure nearly all have CM & housing navigation staff. All new shelters developed now have onsite CM, housing navigation& frequently onsite behavioral health services. Intentional training & support has been provided to ensure all those locations have multiple staff skilled in using CE to exit people from shelter to housing. There are currently 607 trained CE assessors, nearly half of all HMIS users.

In addition to shelter, a network of 5 walk-in centers operate around the county so people can access services &CE even if they are not connected to a service. Shelter providers routinely participate in CE assessments, housing case conferencing & referral processes to ensure households are connected to the most appropriate RRH, TH or PSH resource.

All RRH, TH & PSH are filled via CE. The CoC now maintains by-name lists of veterans & youth &young adults experiencing homelessness that is used to case conference all vet & YYA resources that come available to ensure the best service match & shortest time possible to move the person out so the shelter bed can accept someone new. A small number of shelter beds are reserved for CE so that unsheltered individuals who have a high probability of quickly matching to housing can be temporarily placed in shelter while their referral is processed.

1C-5. Data Sharing to Inform the Homelessness Response System.

Describe how your CoC has or will share PIT, HIC, HMIS, and System Performance data with state and local government as permitted by law in order to inform the homelessness response system.

(limit 2,500 characters)

KCRHA is both the WA-500 CoC Lead and the HMIS Lead, so PIT, HIC, HMIS, and System Performance data are produced and governed in one place. All sharing follows the WA-500 HMIS Privacy Notice, HMIS Standard Operating Policies, client release of information, and the Partner Agency Privacy and Data Sharing Agreement, with oversight from the System Performance Committee, the CoC Board's HMIS governing body.

State government: WA-500 participates in the Washington State HMIS. Under a long-standing Interagency Agreement, HMIS data for all project types is provided to the Department of Social and Health Services Research and Data Analysis division (DSHS RDA) for housing research. KCRHA also reports HMIS data to the Department of Commerce, including for Office of Homeless Youth grants.

Local government: King County and the City of Seattle created KCRHA through an interlocal agreement, and KCRHA reports to both. PIT, HIC, and SPM results are presented at public CoC Board and System Performance Committee meetings. KCRHA's Data Hub, a cloud data platform, feeds dashboards that give providers and system partners a shared, current view of system performance, including the Veteran and Youth By-Name Lists.

Going forward, through the YHDP HMIS expansion, KCRHA will establish data-sharing agreements with schools, juvenile justice, child welfare, and other systems that first encounter youth, so youth homelessness is identified earlier and counted accurately. KCRHA will build youth inflow, outflow, and performance dashboards (beta in Year 1, full in Year 2) and publish a landscape analysis of youth referral pathways, tracked year over year. Identified data is shared only as the law and the HMIS Privacy Notice permit, and public products are aggregate only.

1C-5a. Using Other Data Sources Alongside HMIS to Improve Care.

Describe how your CoC utilizes other data sources alongside HMIS to improve care (e.g., health care utilization and claims data, electronic health care record data; admission, discharge, and transfer data; and law enforcement and corrections system data).

(limit 2,500 characters)

WA-500 uses data from other systems alongside HMIS to identify people earlier and connect them to the right care.

State administrative data: As part of the Washington State HMIS, WA-500 data is included in the DSHS Research and Data Analysis Integrated Client Database, which links HMIS records with data from other state agencies, including the Department of Corrections, Veterans Affairs, Employment Security, and the Department of Health, for statewide housing research.

Trueblood comparison list: KCRHA's Data Hub compares HMIS records with the list of people in Washington's Trueblood competency services, identifying people with competency determinations who are experiencing homelessness so housing and behavioral health services can be coordinated.

Health care system partnerships: Through partnerships with healthcare and behavioral health providers, CoC agencies use available healthcare utilization and care coordination information, consistent with privacy requirements and data-sharing agreements, to identify individuals experiencing homelessness with complex medical or behavioral health needs and connect them to housing, treatment, and supportive services that improve stability and reduce avoidable crisis system utilization.

Veteran By-Name List: The Data Hub combines HMIS with information from the VA and veteran-serving partners to maintain the Veteran By-Name List, used in case conferencing to match each veteran to housing and services.

Youth By-Name List: The Youth By-Name List identifies youth experiencing homelessness and the needs that determine the right placement, including physical health, substance use, mental health, and safety. It tracks school and college enrollment, and KCRHA coordinates with McKinney-Vento liaisons in the Seattle, Federal Way, Renton, Tukwila, and Edmonds school districts. Through the YHDP, KCRHA is adding data-sharing agreements with juvenile justice, child welfare, and inpatient treatment partners so youth are identified at or before exit.

All linked data is governed by data use agreements, Washington privacy law, and HIPAA and 42 CFR Part 2 where applicable.

1C-6. Employment and Workforce Development Partnership.

Identify at least one partnership the CoC has with employment and workforce development programs and organizations such as the Local Workforce Development Board, State Workforce Agency, American Job Center (also known as One-Stop Career Centers), registered apprenticeship program, community and technical college, union training program, adult education provider, or State Vocational Rehabilitation agency.

(limit 2,500 characters)

Lutheran Community Services Northwest has career & apprenticeship pathway partnerships w/ state unemployment agency, Seattle Jobs Initiative, city colleges & Port of Seattle. Friends of Youth refers into Seattle Public Schools' Open Doors program to support job readiness & placement. King County's WaterWorks Program partners w/ Labateyah to provide paid environmental stewardship internships that build job skills & allow careers in the environmental field. All are CoC-funded projects.

1C-7. Street Outreach—Cooperation with First Responders and Law Enforcement.

Describe in the field below how your CoC's street outreach projects (including co-response) cooperate with first responders and law enforcement to increase positive interactions in order to increase housing and service engagement and promote use of CoC services.

(limit 2,500 characters)

Street outreach(SO) extensively cooperates w first responders & law enforcement. Both the state-funded encampment resolution initiative & Seattle's encampment response teams include State Patrol or Seattle Police in their teams, deploying them w SO teams to encampments when significant safety concerns have arisen about a location. These approaches increased positive interactions to improve housing & service engagement. They use crime & safety information to prioritize locations for the dispatch of encampment resolution teams & to prioritize the offer of shelter & housing resources. Data demonstrates these collaborative initiatives have substantially improved the effectiveness of responses, w rates of accepting service & shelter connections over 90% for encampment resolutions

SO teams, law enforcement, crisis responders & BH providers conduct coordinated engagement that prioritizes voluntary connections to shelter, CE, housing navigation, BH treatment & other CoC services. Joint SO, case conferencing & referral pathways help ensure ppl encountered through public safety or crisis responses receive immediate service offers & warm hand-offs to appropriate housing & support programs. These partnerships reduce barriers to engagement, build trust w ppl experiencing unsheltered homelessness, & create additional pathways to rapid rehousing, permanent supportive housing & other long-term housing solutions

One of the key unsheltered SO teams is staff from the local pre-booking diversion program, which receives referrals from law enforcement to provide case management, BH services & housing navigation in lieu of a person going to jail. That agency recently opened two shelters to enhance pathways to serve those committing subsistence crimes. CoC also has several mobile crisis & BH outreach teams that seek to connect w ppl using drugs or experiencing BH crises in public and connect them to services

Seattle dispatches Community Crisis Responders (CCRs) for 911 calls either with or in lieu of a police response. After piloting this approach, CCRs were expanded to respond throughout the city last year, along w an expansion of the types of calls where they can dispatch w/o police. Further expansions are proposed for 2027. Seattle Fire Department launched HealthOne in 2019, pairing case managers w firefighters for 911 calls. Research, including work by Georgetown Center for Innovations in Community Safety, points to the effectiveness of these approaches for crisis response

1C-8. Family or Support Network Reunification.

Describe how your CoC, or your recipients, assist with family or support-network reunification efforts for individuals experiencing homelessness or living in CoC Program-funded housing (e.g., case management, travel costs, arrangement of assistance in another geographic area).

(limit 2,500 characters)

Family/support-network reunification is a key strategy used throughout the CoC to help individuals & families experiencing homelessness achieve permanent housing & long-term stability. Recipients incorporate reunification efforts into individualized case management services, recognizing that strengthening connections to family members, relatives, kinship caregivers, chosen family, tribal connections, mentors & other trusted adults can improve housing outcomes & reduce likelihood of future homelessness. Reunification activities are participant-driven & guided by assessments of safety, participant preference & overall well-being

For YYA-serving programs, encouraging family reunification whenever it is safe & appropriate is a core element of the community's strategy to prevent & end youth homelessness. At Lutheran Community Services Northwest (LCSNW), case managers facilitate family engagement, mediation & reunification w parents, relatives, kinship caregivers & other supportive adults. Staff carefully assess safety concerns, trauma history & youth preferences before pursuing reunification. When reconnecting w family is not a safe/viable option, YYA are supported in developing alternative permanent connections through mentors, educators, employers, faith communities, peer support networks & other naturally occurring relationships that can provide long-term support & stability

Friends of Youth similarly emphasizes strengthening family & support networks through individualized case management, family engagement & therapeutic services. Case managers work w youth to build communication & relationship skills, participate in individual & family therapy & engage in psychoeducation that supports healthy family dynamics. Staff partner w youth & family members to create structured reunification plans & offer overnight family visits that allow youth & families to gradually increase time together before a full transition home. Across CoC, recipients may also facilitate reunification w family or supportive networks located outside the immediate geographic area by coordinating w service providers in destination communities, arranging warm handoffs to supportive services &, when eligible, assisting w transportation or relocation costs. When reunification is not possible, providers help participants identify alternative permanent housing options & strengthen long-term support networks that promote housing stability, community integration & lasting exits from homelessness

1C-9	Partnering with Public Housing Agencies—Agreement to Enable Transition to HUD Assisted Housing.		
	Does your CoC have an agreement with at least one public housing agency to enable participants to transition from Transitional Housing, Rapid Re-Housing, and Permanent Supportive Housing to HUD assisted housing?	Yes	

1C-10. Protecting Public Safety—Cooperation with Law Enforcement.

You must upload the Evidence of Coordination and Non-Interference with Local Efforts to Advance Protecting Public Safety attachment to the 4A. Attachments Screen.

Describe how your CoC cooperates and does not interfere with or impede local efforts to advance the objectives below, and assists first responders in providing services to homeless individuals.

(limit 2,500 characters)

CoC collaborates w/ local governments, law enforcement, first responders, behavioral health (BH) providers & community partners to advance public safety while connecting people experiencing homelessness to shelter, housing, & services. KCRHA operated encampment resolution efforts on state-owned property from 2023-25 until most state funding ended. The initiative served more than 550 households across 27 encampments, moving 91% indoors. KCRHA then partnered w/ Seattle's Unified Care Team (UCT) to help fill shelter & housing vacancies. UCT uses data on crime, fires, & public health impacts to identify priority encampments for resolution & align resources accordingly. The CoC continued this model w/ UCT, police dept & BH outreach teams in advance of the 2026 FIFA World Cup, connecting homeless in stadium area to supportive shelter w 90% success rate. Across King County, 14 jurisdictions have adopted ordinances regulating camping & related activities in public spaces. Through its convening role, KCRHA shares information on local policies, trends, & effective practices for addressing encampments while prioritizing housing-focused resolutions.

To address illicit drug use & overdose risk, King County passed a voter-approved \$1.25 billion levy & repurposed a shelter to create six centers to immediately initiate treatment & connect to follow-up care, expanded SUD services in PSH, expanded BH & SUD outreach teams, & set up a hotline to immediately issue medication-assisted treatment prescriptions. State & local laws were changed to prohibit public drug use, restrict offenders from entering certain zones & concentrate enforcement efforts. CoC can refer for all these. KCRHA requires contracted providers to utilize Washington laws governing interventions when individuals pose a danger to themselves or others, including involuntary treatment. For such situations, there are countywide BH crisis response teams, & Seattle's emergency dispatch system can deploy BH co-responders alongside traditional first responders. KCRHA supports providers/responders w training on de-escalation, trauma-informed care, SUD, and assertive engagement.

CoC requires providers comply with information-sharing requirements, & DOJ says CoC meets all SORNA standards for immediate transfer of information. Washington maintains processes for timely sharing of sex offender registration information across jurisdictions & coordination with law enforcement when individuals fail to register or abscond.

1C-10a. Protecting Public Safety—Plan to Quickly Clear Tents and Encampments.

Identify local laws, policies, or other practices that help or hinder the CoC's ability to quickly clear tents and encampments on public property and connect individuals who are camping in public with appropriate services and provide a plan explaining how the CoC will leverage beneficial policies while overcoming the harmful effects of restrictive ones. If you cannot provide any mitigating steps, please explain why.

(limit 2,500 characters)

14 jurisdictions in King County have adopted camping restrictions, many modeled on City of Auburn Ordinance 6950 (2024), which prohibits camping in public spaces, closes parks overnight & imposes fines for enforcement. Seattle's FAS Rule 17-01 established procedures for encampment resolution & shelter offers.

These policies can protect public safety & facilitate resolution of hazardous encampments, when paired with viable alternatives for those in encampments. Absent those resources, the CoC has found that camping restrictions simply shift encampments from one location to another without reducing homelessness. To mitigate this risk, CoC utilizes housing-focused encampment resolutions that combine outreach, behavioral health (BH) services, shelter access, housing navigation & clear pathways to permanent housing (PH) before or during encampment closures.

The CoC's plan builds on a proven model implemented on state-owned property. Outreach teams are deployed with dedicated access to high-service shelters & housing resources, including PSH & other long-term housing options. To increase housing availability, private-market apartment buildings can be master-leased & paired with BH services & 24/7 case management. This approach was used with 552 individuals across 27 encampments & achieved a 91% rate of individuals moving indoors & accepting services rather than relocating to another encampment— the best move-in rate reported in the nation. Participants & agencies report that the clear & certain pathway from shelter to housing is a substantial reason for the high acceptance rates.

The CoC further strengthens this approach by coordinating with law enforcement & BH providers to address street disorder & public drug use by people who are not living in encampments but cause significant disruption near encampments, including criminal activity. This enhancement was added to encampment resolutions preparing for the World Cup & was lauded by the downtown business association for its effectiveness .

To support expansion of this plan, more than 1,500 new shelter beds are being brought online & changes are being made to CE to ensure those shelters can easily create throughput to PH to continue encampment resolutions. By pairing public camping policies with shelter capacity, housing investments & intensive outreach, the CoC is able to leverage beneficial policies while increasing successful exits from homelessness.

1C-10b. Protecting Public Safety—Current Status of Tents and Encampments.

Describe the current status of tents and encampments in the CoC's geographic area.

(limit 2,500 characters)

While Seattle & King County have reduced visible encampments in several high-priority areas through targeted outreach and housing-focused resolutions, tents, vehicle residency, and other forms of unsheltered homelessness remain significant challenges throughout the CoC geography. KCRHA's PIT estimates 3,967 people dwelling in vehicles & 7,862 in other literally homeless situations, like tent encampments & hard-to-reach locations. Families w children had the largest percentage increase of all subpopulations, partly due to the closure of two family shelters in order to expand & reopen them.

While the CoC has a long history of sending multi-departmental teams, including case managers & law enforcement, to encampments to remove it & connect people to services, acceptance rates were low & people mostly moved camping elsewhere. The CoC adjusted that approach & achieved better performance (91% moving indoors) than any other initiative in the county. This approach:

1. Allows multiple weeks of engagement with encampment residents to build trust & identify all service needs & barriers
2. Develops a complete by-name list of every resident & their housing pathway
3. Reserves shelter beds for the resolution, particularly beds able to support individuals with acute SUD& behavioral health (BH) issues who do not typically come indoors
4. Ensure housing pathways, both designated housing units & structuring coordinated entry (CE) to ensure throughput from those shelters, are set up for every person in the encampment, including master-leasing apartments to overcome poor rent histories
5. Develop activation plans with the local community to ensure no re-camping occurs
6. Collaborate w law enforcement & mobile BH teams to address individuals in the area who are causing community disruption but are not encampment residents.

This approach was piloted with more than 550 individuals in 27 encampments, yielding a 91% move-in rate & strong rates of starting jobs or education programs. It was then used to address tent encampments in advance of hosting the World Cup. The business community lauded its effectiveness. A significant factor in success compared to other work nationwide is the intentional planning for housing exits. Service-resistant individuals work with the initiative because they see participants being placed in housing. CoC now adding 1,500 more shelter beds to expand this initiative & new CE triage tools to codify the housing pathways take effect in Oct 2026

1C-10c. Protecting Public Safety—Plan to Decrease the Public Use of Illicit Drugs.

Identify local laws, policies, or other practices that help or hinder the CoC's ability to decrease the public use of illicit drugs and quickly connect individuals who are using illicit drug in public with appropriate services and/or law enforcement and provide a plan explaining how the CoC will leverage beneficial policies while overcoming the harmful effects of restrictive ones. If you cannot provide any mitigating steps, please explain why.

(limit 2,500 characters)

Public fentanyl use & overdose activity remain prevalent in public areas despite recent reductions in overdoses stemming from a change in the legal landscape & CoC efforts to mitigate restrictions in tx access. Statewide criminalization of public illicit drug use was not passed in WA until '23. Seattle Ordinance 126896 codified this prohibition & established a framework for how police should respond to public drug use & possession. Some jurisdictions have also passed laws authorizing courts to ban individuals from specific zones w high levels of drug activity & creating a criminal offense for returning to that zone

Arrests stemming from these laws are on pace for a 248% increase in '26 compared to '25. Jurisdictions have had difficulty sustaining efforts to impact hot spots of public drug use due, not to lack of will or policy agreement, but an urgent need to augment police capacity. In addition, WA's Involuntary Treatment Act maintains a high threshold for involuntary treatment (IT), requiring substantial evidence before IT can occur

To overcome these limitations, CoC expanded voluntary tx & diversion pathways that can be accessed w/o an IT order & deployed co-responder & navigator programs that extend engagement capacity beyond available law enforcement resources. Most significantly, a county-wide \$1.25B levy passed to open 5 new crisis care centers able to immediately induct ppl w opioid use disorder onto medication treatment (MT) & connect them to an ongoing Post-Crisis Follow Up team. CoC also invests in: 1) former low-barrier shelter re-opened in '25 as a 24/7 post-overdose recovery center & treatment access point 2) mobile crisis teams that can initiate emergency detention & connect ppl to appropriate levels of care 3) Law Enforcement Assisted Diversion (LEAD) 4) Recovery Navigator Programs that receive referrals from law enforcement 5) co-responder programs that dispatch BH staff w police 6) peer recovery specialists & 7) BH outreach teams that conduct engagement, de-escalation, screening & referrals in public spaces

Together, these investments increase the capacity to move ppl from public drug use into tx, recovery supports & crisis stabilization while reducing reliance on law enforcement encounters or ITs. Compared to '23, overdose deaths decreased by 32% by '25 & are on pace for '26 to achieve a 45% reduction (237YTD) compared to the peak in '23. Emergency responses for overdoses are on pace for a 36% percent reduction in '26 compared to their peak in '23

1C-10d. Protecting Public Safety—Current Status of Overdoses and Illicit Drug Use in Public Spaces.

Describe the current status of overdoses and illicit drug use in public spaces in the CoC's geographic area.

(limit 2,500 characters)

Fatal overdoses in King County (KC) hit a peak in 2023 (1,340), after a substantial rise during the widespread introduction of illegally manufactured fentanyl. Researchers have described WA rising near the top of states for per-capita drug overdose deaths and non-fatal suspected opioid overdoses seen in emergency departments. The increase highlighted the dearth of substance use disorder treatment in Washington (WA) and that state law did not criminalize public use of illicit drugs until 2023. The increase in overdoses coincided with an increase in overdose mortality in affordable & supportive housing, a 282% increase between 2020 and 2023.

Following that rise, numerous steps were taken to reduce overdoses in supportive housing. KC passed a \$1.25B levy in 2023 to open new crisis care centers able to immediately induct individuals with opioid use disorder onto medication treatment (MT) & connect them to an ongoing Post-Crisis Follow Up team. The CoC & public health department convened an overdose prevention & response work group for housing providers. A former low-barrier shelter re-opened as a 24/7 post-overdose recovery center & treatment access point, where first responders can bring people post-overdose & anyone can walk in to being immediate treatment for opioid use disorder. A 24-hour hotline opened to fill a prescription for MT at their closest pharmacy to immediately initiate treatment. Seattle gave \$2.9M to create an on-demand immediate placement pathway into inpatient treatment centers, enhance recovery-based services in PSH (including AA and NA) and increase involuntary commitment services. Individual cities authorized court orders banning individuals from specific “hot spot” zones with high levels of drug activity, and creating a criminal offense if the individual returned to the zone.

Compared to 2023, overdose deaths decreased by 32% by 2025 & are on pace for 2026 to achieve a 45% reduction (237 year to date) compared to the peak in 2023. Emergency responses for overdoses are on pace for a 36% percent reduction in 2026 compared to their peak in 2023.

All new shelter & safe parking locations funded by the CoC since 2023 have included enhanced services onsite, including onsite BH services or case management to support referrals. The CoC’s application this year proposes five new projects that will provide clean & sober living environments.

1C-10e. Protecting Public Safety—Standards to Address Danger to Self or Others.

Identify local laws, policies, or other practices that help or hinder the CoC's ability to utilize standards that address homeless individuals who are a danger to themselves or others (e.g., involuntary commitment) and provide a plan explaining how the CoC will leverage beneficial policies while overcoming the harmful effects of restrictive ones. If you cannot provide any mitigating steps, please explain why.

(limit 2,500 characters)

Washington's (WA's) involuntary treatment barriers flow both from a challenging legal threshold & from poorly-organized resources to support those who have been detained with long-term stabilization—particularly individuals who are homeless. WA's Involuntary Treatment Act maintains a high threshold for involuntary treatment (IT), requiring substantial evidence before IT can be authorized. As a result, some people who truly cannot care for themselves are not involuntarily placed in treatment (tx), & many who need long-term tx stabilize enough while in care that they are then quickly discharged as no longer a danger to self or others.

Combined with the shortages of psychiatric beds, limited staff who initiate civil commitment proceedings, & limited facilities, these factors have led to people who may pose a threat to themselves or others not receiving appropriate care or having recurrent crises. 20% of those detained for 14 days or longer return for an additional IT filing within one year.

Meanwhile, people with mental illness are inappropriately channeled into criminal courts, in part because IT is not available; many are then determined to lack competency for prosecution, with charges dismissed, or (on serious charges) referred for competency restoration, requiring resources go to scaffolding individuals' capacity to understand components of the legal system in order to face trial, rather than using these resources to provide actual tx & care.

In King County, there were 2763 civil commitment filings in the first half of this year, with 0 pertaining to alcohol/drug addiction, painting a picture of a system unresponsive to people unable to care for themselves due to drug addiction. As a result of this, the CoC seeks to support these individuals through a variety of investments that do not rely on IT so the underlying reason they pose a threat to themselves or another can be addressed, including:

- \$1.25B levy to open 5 new crisis care centers to immediately induct ppl with opioid use disorder onto medicated tx
- repurposing a former low-barrier shelter to provide 24/7 post-overdose recovery & tx, including for walk-in's
- expanding mobile crisis teams & recovery navigators
- Sobering site for acutely intoxicated ppl
- BH co-responders for 911 calls
- 24 hr/365 day patrol team locating ppl w acute intoxication in public spaces
- Peer recovery specialists
- BH outreach teams providing community engagement, outreach, de-escalation, screening & referrals

1C-10f. Protecting Public Safety—Share Information in Accordance with SORNA.

Identify local laws, policies, or other practices that help or hinder the CoC's ability to comprehensively share information, including location information, in accordance with the Sex Offender Registry and Notification Act (SORNA) and provide a plan explaining how the CoC will leverage beneficial policies while overcoming the harmful effects of restrictive ones. If you cannot provide any mitigating steps, please explain why.

(limit 2,500 characters)

State law as codified at RCW 9A.44.130 requires individuals convicted of certain sex or kidnapping offenses to register in person with their local county sheriff. Registration includes personal details, such as fingerprints, photographs, & location sharing that includes place of residence (or if they lack a place of residence where they plan to stay), place of employment or vocation, &/or school attendance.

Washington State (WA) has taken steps to implement SORNA requirements to ensure that jurisdictions & law enforcement can obtain comprehensive information regarding sex offenders (SOs). According to the Department of Justice's SORNA implementation review for WA, the state meets all the act's requirements, including:

- Immediate information transfer: Following the initial registration or updated information of a SO in WA the collected information must be shared with other areas that the individual must register, National Crime Information Center's National Sex Offender Registry & the WA public SO registry website.
- Offense types: WA's registration scheme covers all the various types of offenses that must be captured, including any federal conviction classified as a SO under SORNA, &
- Juveniles: WA registers juveniles determined delinquent of any registrable sex offenses.
- Abscondence: Notifies the originating jurisdiction when a SO fails to appear for registration & requires that if a SO absconded that it will take action to investigate & inform other law enforcement agencies.

Although the CoC is not hindered in its ability to act in compliance with SORNA due to these requirements, registration obligations, supervision requirements & housing restrictions can limit available placement options for some SOs, creating barriers to shelter & housing access that may increase the risk of unsheltered homelessness if not carefully managed. To overcome those barriers, the CoC utilizes by-name lists of encampment residents when seeking to resolve encampments. This approach helps to ensure all encampment residents are matched to the appropriate resources. Status as a SO is among the information collected by outreach teams in developing these by-name lists, & that information is used to assess placements & other next steps, including collaboration w public safety partners, as an encampment is resolved. This approach was successfully used to resolve 27 encampments in the CoC with 91% of encampment residents moving indoors, including multiple SOs.

1C-11. Outreach Strategy.

Describe your CoC's strategy to outreach to all individuals and families experiencing homelessness across your geographic area.

(limit 2,500 characters)

CoC street outreach (SO) is coordinated & collaborative, identifying & connecting w/ those who are least likely to request assistance by deploying to places w/ concentrations of street homelessness. SO uses culturally appropriate, client-centered approaches & provides linkage to behavioral health (BH), SUD, housing & shelter resources. Extra resources activate during severe weather & public health (PH) events. CoC implemented 2 street to housing initiatives for encampment resolution that succeeded in bringing 90% of residents indoors from over 20 encampments, many w/out prior service connections. In mid-2023, CoC redesigned SO contracts w/ clearer geographic assignments to ensure 100% of the geographic region is covered w/ consistent connection w/ people experiencing homelessness (PEH) & increased focus on delivering services that align w/ the needs of those most reluctant to engage in services, including thoughtful rapport building, linkage to BH, assessing housing needs & supporting housing navigation. The SO teams complement 4 multi-disciplinary street medicine teams deployed by PH to greenbelts, food banks, meal programs, & other locations utilized by PEH. These teams provide services focused on the immediate needs of people they are serving to connect w/ the people who are least likely to seek care/services. CoC and City of Seattle invest over \$6 million in 4 dedicated SO teams: 1) Street-Based Care Coordination services to facilitate shelter or permanent housing access to those living alone or together in tents, encampments & other places not meant for human habitation; 2) Vehicle Residency Outreach to connect people living in vehicles to shelter, safe lots & permanent housing; 3) Behavioral Health Outreach to support those w/ severe mental health & co-occurring disorders; & 4) Population-Specific Outreach to assist individuals in a culturally- or population-specific manner (BIPOC & youth). These teams collaborate & coordinate using HMIS. SO teams frequently collaborate w/ other municipal services, including over 12 City of Seattle departments, to further connections w/ hard to reach PEH. Seattle Public Utilities' programs offer free, proper sewage & trash disposal for RV dwellers. Seattle Public Libraries employs a Social Services Team to provide information about & referrals to housing, mental health, job training, food, DV, legal & medical resources.

1C-12.	Collaboration Related to Children and Youth–Written Agreements with Early Childhood Services Providers.	
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Select 'Yes' or 'No' in the chart below to indicate whether your CoC or HUD-funded projects in the CoC have written agreements with the listed providers of educational supports and services for children ages 0-5:

		Written Agreement
1.	Child Care (including Child Care and Development Fund)	Yes
2.	Early Childhood Providers	Yes
3.	Early Head Start	Yes
4.	Home Visiting Program (including Maternal, Infant and Early Childhood Home and Visiting or MIECHV)	Yes
5.	Head Start	Yes
6.	Healthy Start	Yes
7.	Public Pre-K	Yes
8.	Tribal Home Visiting Program	No

	Other (limit 150 characters)	
9.		

1C-12a.	Collaboration Related to Children and Youth—Formal Partnerships with Schools and Youth Education Providers.	
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Select 'Yes' or 'No' in the chart below to indicate the youth education providers your CoC has a formal partnership with:

1.	McKinney-Vento Liaison(s) (including State Education Agency (SEA) or Local Education Agency (LEA))	Yes
2.	School District(s)	Yes
3.	General Education Development (GED) Program(s)	Yes
4.	Community College(s)	Yes
5.	Technical College(s)	Yes
6.	Other Post-Secondary Education Provider(s)	No

1C-12b.Collaboration Related to Children and Youth—Informing Individuals and Families who Become Homeless about Eligibility for Educational Services.

Describe your CoC's written policies and procedures to inform individuals and families who become homeless of their eligibility for educational services.

(limit 2,500 characters)

The Seattle/King County CoC's written policies & procedures for informing individuals & families experiencing homelessness of their eligibility for educational services are contained in the Education Services Policy within the Seattle/King County Continuum of Care Interim Policies (Community Standards). The Education Services Policy requires all CoC-funded programs serving families w/ children, school-aged YYA to inform households experiencing homelessness of their eligibility for McKinney-Vento educational services & related educational rights at program intake & entry. Written procedures require intake assessments to include current school enrollment & attendance status & require families to receive information about McKinney-Vento educational rights & Higher Education Act resources upon program entry. Programs must also document that participants received this information through signed verification maintained in client files. The policy further requires programs to designate a staff member responsible for ensuring children & youth are enrolled in school & connected to educational services. Staff coordinate with local McKinney-Vento liaisons to support school stability, facilitate continued attendance in the school of origin whenever appropriate, & assist with re-enrollment when attendance has been disrupted. To support implementation, the Seattle-King County Coalition on Homelessness hosts annual cross-system trainings with Seattle Public Schools McKinney-Vento Liaisons, BELONG Partners, Lutheran Community Services Northwest, BrightSpark, TeamChild, Olive Crest, & Legal Counsel for Youth & Children. These trainings help homeless service providers & school personnel consistently identify eligible students & inform families about their educational rights & available services. The Coalition also produces "Understanding Educational Rights for homeless and unstably housed students – a guide for parents, students, teachers and social workers", which outlines homeless student rights, and provides McKinney-Vento contacts for each King County school district. The brochure is made available to providers, libraries, and schools and is posted online. The CoC's agency operating the family homelessness intake line funds a staff member whose primary responsibility is to ensure children experiencing homelessness at any family shelter in the CoC are enrolled in their school of origin and connected to transportation resources to get to that school.

1C-12c. Collaboration Related to Children and Youth—Coordination with Foster Care or Child Welfare Services.

Describe how your CoC coordinates with foster care or child welfare services to assist youth transitioning from public systems of care.

(limit 2,500 characters)

CoC maintains strong coordination with the Washington Department of Children, Youth, and Families (DCYF) which manages child welfare (CW) and foster care (FC) systems to support youth transitioning from public systems of care & to prevent homelessness among youth exiting FC. The CoC maintains a by-name list (BNL) of all YYA experiencing homelessness, including data sharing agreements to ensure homeless youth from FC & the juvenile justice facility are added. The BNL is used to match YYA to units in coordinated entry. YMCA, which operates several CoC-funded RRH, TH & PSH projects, is the case management lead for all youth aging out of FC in King County, including handling enrollment in the youth, family & FC specific vouchers issued by the public housing authorities. Because of these projects, as well as its linkage with multiple projects specifically targeting employment for youth exiting FC, providers offer a robust array of support to successful housing destinations.

FOY and YouthCare partner with DCYF to support youth involved in FC & CW at risk of homelessness. Through coordinated case management, youth are connected to independent living services, educational supports, employment & workforce development opportunities, behavioral health services, mainstream benefits, & the Nurse Family Partnership for those with first-time pregnancies. Case managers work with youth to develop individualized plans addressing housing stability, education, income, health, & long-term support networks. When family reunification is appropriate & safe, staff collaborate with youth and family members to establish reunification plans & strengthen family relationships. When reunification is not possible, youth are connected to permanent housing options & supportive adult relationships that can provide long-term stability, including foster youth independence vouchers & direct cash transfer programs to identify housing outside of homelessness services.

All CoC YYA-serving agencies collaborate with a special team at the DCYF overseeing a coordinated referral & service planning processes to ensure youth exiting FC/CW are proactively connected to housing resources as early. These collaborations help YYA access transitional housing, rapid rehousing, healthcare, behavioral health treatment, education, employment services & other supports necessary for housing stability, reducing risk of homelessness & building pathways to long-term housing stability & self-sufficiency.

1C-12d. Collaboration Related to Children and Youth—Coordination with Runaway and Homeless Youth (RHY)-funded Providers.

Describe how your CoC coordinates with RHY-funded providers including Street Outreach Programs, Basic Center Programs, Transitional Living Programs, and Maternity Group Homes where such providers exist.

(limit 2,500 characters)

The CoC coordinates closely with providers serving youth and young adults (YYA) experiencing homelessness through a network of youth-focused housing, outreach, behavioral health, education & child welfare partnerships. The CoC maintains an active by-name list (BNL) that combines HMIS, juvenile justice, foster care & outreach data to identify YYA. All YYA providers participate in the BNL & coordinated entry.

The CoC participates in the Built for Zero initiative, bringing together providers, philanthropy & YYA with lived experience to strengthen system coordination & accelerate housing placements for YYA. Current efforts focus on identifying and engaging more youth & connecting them to a broader range of resources beyond housing alone. For pregnant and parenting youth, providers coordinate housing assistance with childcare, healthcare, parenting supports, educational services & employment resources. Youth involved in foster care are connected to income supports, Foster Youth Independence vouchers & direct cash programs to support transitioning out of care.

Key RHY-funded partners include transitional living and youth housing programs operated by runaway youth funded providers such as YMCA Social Impact Center (YSIC), Lutheran Community Services Northwest & Friends of Youth. Providers collaborate with street outreach, emergency shelter, family engagement, behavioral health & youth development programs to ensure YYA are connected to housing stability.

YSIC's Severson Transitional Living Program partners with law enforcement, healthcare, crisis response & outreach workers to connect to housing & supportive services. The program partners with Housing Connector, housing authorities, affordable housing providers & permanent supportive housing to promote successful exits to permanent housing.

Friends of Youth operates transitional living programs such as New Ground Bothell & Youth Haven, both of which participate in Coordinated Entry & maintain strong partnerships with healthcare providers, DCYF, schools, employment programs, housing providers, outreach teams & crisis response systems. Both providers participate in formal regional collaboratives, strengthening referral pathways & coordination with other YYA agencies. These partnerships ensure that RHY-funded providers are fully integrated into the CoC's regional response, reducing service gaps & increasing access to housing, education, employment, healthcare & long-term stability for RHYA.

1C-13. Collaboration Related to Families with Children—TH or RRH Project Dedicated to Serving Families with Children.

Identify at least one Rapid Rehousing (RRH) or Transitional Housing (TH) project in the CoC that primarily or exclusively serves families with children experiencing homelessness in accordance with 24 CFR 578.93(b).

(limit 500 characters)

Seattle TH for Families, Seattle RRH for Families, Mosaic House, Friends of Youth RRH for YA Head of Hshld, St. Stephen, & Vine Maple Place Stable Families are TH or RRH projects that primarily serve families with children experiencing homelessness in accordance with 24 CFR 578.93(b). These projects provide family-centered housing and supportive services designed to help parents & children stabilize, address barriers to housing, increase income, & successfully transition to permanent housing.

1C-13a. Collaboration Related to Families with Children—Supportive Services to Improve Income to Pay Rent.

Describe how the project(s) identified in 1C-13 provides supportive services focused on improving incomes to pay rent, such as workforce development, job training, or registered apprenticeship programs.

(limit 2,500 characters)

The Seattle Transitional Housing for Families Project, Mosaic House, and the King County Family Transitional Housing Program provide supportive services specifically designed to increase household income and strengthen participants' ability to pay rent and maintain permanent housing. Through individualized case management, families are connected to employment, education, financial capability, and workforce development resources that support long-term economic stability and successful transitions to permanent housing.

The Seattle Transitional Housing for Families Project leverages partnerships that help participants increase financial stability, employment opportunities, and long-term self-sufficiency. Through a partnership with American Financial Solutions, participating families receive financial capability services including budgeting, credit improvement, savings strategies, debt reduction, and financial planning. Families also have access to debt management services and financial coaching that help improve overall financial health, increase disposable income, and strengthen their capacity to sustain housing after program exit.

The project further supports income growth through connections to workforce development and career advancement opportunities. Through partnerships with educational institutions such as Highline College, participants are referred to vocational training, certification, and credentialing programs that help build employment skills, obtain industry-recognized credentials, and access career pathways with higher earning potential. In addition, participants receive individualized employment planning and ongoing coaching to help secure, retain, and advance in employment that supports long-term housing stability.

Similarly, Mosaic House and the King County Family Transitional Housing Program integrate employment and income-growth strategies into housing stabilization services. Families receive assistance with employment searches, resume development, job retention, educational attainment, mainstream benefits enrollment, and connections to community workforce resources. By combining financial education, workforce development, skills training, employment supports, mainstream benefits access, and ongoing case management, these family-focused projects help participants increase earned income, improve financial stability, and build the resources necessary to afford rent and maintain permanent housing after assistance ends.

1C-13b. Collaboration Related to Families with Children—Leveraging Funding from Mainstream Family Service Systems.

Describe how the project(s) identified in 1C-13 leverages funding from mainstream family service systems, such as Temporary Assistance for Needy Families (TANF).

(limit 2,500 characters)

The Seattle Transitional Housing for Families Project (TH for Fams), Seattle RRH for Families& other fam-serving projects leverage mainstream fam service systems, including TANF, Medicaid, childcare assistance, Head Start (HS), Early Head Start (EHS), SSI, and other public benefits, to increase fam stability, maximize the impact of CoC-funded housing assistance& help families achieve long-term self-sufficiency. Through coordinated case management &cross-system partnerships, families are connected to income, childcare, healthcare, education& fam-support resources that promote successful exits from homelessness & long-term housing stability.

BrightSpark serves as the CoC's primary referral & resource hub for many fam-serving benefits, including childcare subsidies, HS, EHS, the Maternal, Infant, & Early Childhood Home Visiting (MIECHV) Program & WA's state preschool program. BrightSpark works closely w fam- and youth-serving projects throughout the CoC, leveraging comprehensive case management services embedded w/i these programs. Many mainstream fam assistance programs & state-funded early learning programs provide priority access for children experiencing homelessness. In addition to early education services, WA's state preschool program may provide one-time supports such as rental or utility assistance to help families maintain housing stability.

TH for Fams partners w OneHealthPort & Neighborhood House to ensure families can access mainstream healthcare, behavioral health& fam-support services. Project staff assist eligible households in enrolling in TANF, Basic Food, Medicaid, childcare assistance, SSI, & other public benefits. By leveraging resources funded outside the CoC Program, the project expands access to critical supports while maximizing the impact of CoC housing investments.

Several youth- and fam-serving projects also leverage substantial resources from mainstream systems through coordinated service delivery & cross-system partnerships. Friends of Youth works closely w DCYF, school districts, behavioral health providers & healthcare systems to connect participants to foster care supports, including direct cash assistance, independent living services, Medicaid-funded treatment, educational assistance & workforce development opportunities. By integrating these mainstream resources w CoC-funded housing interventions, projects provide more comprehensive support, strengthen fam stability& reduce reliance on homeless assistance funds alone

1C-13c. Collaboration Related to Families with Children—Combining Housing Assistance with Parental Support.

Describe how the project(s) identified in 1C-13 combines housing assistance with childcare, parenting support, pregnancy-related and child healthcare, and education.

(limit 2,500 characters)

Projects have extensive agreements & partnerships to leverage childcare, parenting support, pregnancy-related services, healthcare, and education. All listed projects benefit from an agreement in place with the childcare resource and referral agency for King County (BrightSpark) providing local levy funding to pay the copays for families experiencing homelessness (FEH) receiving State- and Federally-funded childcare subsidies and offer 350 childcare vouchers for FEH not receiving those vouchers. Funding also pays for staff who help FEH understand eligibility requirements and enroll in State and Federal and local education programs and services. All projects also utilize the CoC's family center where agencies offering mental health services for children, homeless services, childcare vouchers, and other services co-locate to have easy access for families, especially families recently experiencing homelessness.

For parenting support and child healthcare, agencies like Friends of Youth utilize the local Nurse Family Partnership agency to provide parenting, home visits, and health services for first time pregnancies, and Vine Maple Place Stable Families provides parenting classes and partners with KidVantage to receive diapers, car seats, and cribs. St. Stephen Family Housing connects to and supports enrollment in Washington's Medicaid program and medical providers.

Regarding education, Seattle TH for Families and RRH for Families both work with the CoC's agency operating the family homelessness intake line, which funds a staff member whose primary responsibility is to ensure children in shelters are enrolled in their school of origin and connected to transportation resources to get to that school. This staff person has recurring case conference calls with nine school districts across King County. An agreement between Seattle TH for Families and the Highline School District allows the district to refer FEH directly to rapid rehousing to stay in the district. All listed agencies benefit from an annual training held by the CoC's homeless coalition in collaboration with the education, faith, legal services, and childcare agencies and Seattle Public Schools McKinney-Vento (MK-V) Liaisons for staff at local homeless service agencies, school districts, and agencies serving school-aged children who meet the MK-V definition of homelessness to ensure they understand the rights and services for children experiencing homelessness.

1C-14. Collaboration with Veteran Serving Organizations—Partnership with the U.S. Department of Veterans Affairs or Veteran Serving Organization.

Identify at least one partnership the CoC has with the Department of Veterans Affairs or other Veteran Serving Organizations.

(limit 500 characters)

KCRHA partners with the Dept. of Veterans Affairs and King County to provide an active By-Name-List of homeless veterans in HMIS. The BNL is used to connect vets with VA case management services and to inform housing matches for VASH, SSVF, and other local resources in Veteran Coordinated Entry. KCRHA rehailed the BNL methodology in 2026 to improve its accuracy and completeness. Additionally, KCRHA partners with the VA to include inventory data in our HMIS Live Inventory and provide training.

 nbsp;nbsp;

1C-14a	Collaboration with Veteran Serving Organizations.	
	Select 'Yes' or 'No' in the chart below to indicate whether the partnership(s) identified in 1C-14 does the following:	

1.	Refers veterans identified by the CoC to VA or other Veteran Serving Organizations for assistance?	Yes
2.	Coordinates the provision of emergency shelter, supportive services, and housing for veterans?	Yes
3.	Ensures access to a full spectrum of employment and career pathway opportunities?	Yes
4.	Shares data with the Department of Veterans Affairs as appropriate?	Yes
5.	Identifies service gaps for veterans?	Yes
6.	Fills service gaps for veterans?	Yes

1C-15. Collaboration with Organizations who Address the Needs of Survivors of Domestic Violence, Dating Violence, Sexual Assault, and Stalking.

Identify at least one partnership your CoC has with victim service providers, state domestic violence coalitions, state sexual assault coalitions, anti-trafficking service providers or other organizations who help provide shelter, housing, and services to individuals and families of persons experiencing trauma or a lack of safety related to fleeing or attempting to flee domestic violence, dating violence, sexual assault, and stalking.

(limit 500 characters)

CoC partners w the Coalition on Ending Gender-Based Violence (Coalition), Mayor's DVSA Office, & CoC-funded providers including LifeWire, New Beginnings, Salvation Army, & Consejo Counseling. CoC funds the Coalition to operate a call center for DV shelter, housing & other services, consistent w VAWA privacy protections. Providers receive ongoing technical assistance, & KCRHA reviews survivor-related policies during annual monitoring to strengthen survivor-centered practices.

1C-16. Collaboration with Justice System Re-entry Partners.

Identify at least one partnership your CoC has to prevent homelessness among people transitioning from prisons, jails, or court-ordered programs.

(limit 500 characters)

CoC partners w Law Enforcement Assisted Diversion (LEAD) program & King County's pre-bookings diversion system to prevent homelessness among ppl exiting jail& court-involved systems. LEAD operates 2 shelters & provides housing navigation, BH services& case management in lieu of incarceration. The CoC also leverages Medicaid reentry waivers that allow enrollment & initiation of services during incarceration, helping ppl exit custody w housing & healthcare supports already in place.

1C-17. Collaboration with Partners to Address High Utilizers of Healthcare Systems.

Identify at least one partnership or project your CoC has to provide specialized supportive services for homeless individuals with a high level of medical needs.

(limit 500 characters)

CoC has opened a shelter specifically for unhoused people who have recently experienced an overdose - STAR center. The project allows patients to stabilize and initiate medication-assisted treatment. The center then serves as an outpatient care location when participants transfer to another shelter. CoC also has 34 medical respite beds for people experiencing homelessness who are discharged from hospitals and need a safe place to recover while receiving supportive services.

1C-18. Collaboration with Partners to Address the Needs of Aging and Elderly Individuals Experiencing Homelessness.

Identify at least one partnership or project your CoC has to serve aging and elderly individuals experiencing homelessness, such as with a provider of residential care, assisted living, or medical respite services.

(limit 500 characters)

CoC operates 34 medical respite beds in partnership Harborview Medical Center, providing recuperative care, healthcare coordination& hsg navigation for ppl experiencing homelessness w significant medical needs, including many aging& elderly adults. CoC also partners w a regional medical respite provider that recently joined CoC Board to expand medical respite capacity & strengthen connections to long-term care, supportive housing& healthcare services for older adults experiencing homelessness.

1C-19. Permanent Supportive Housing for Chronically Homeless Individuals and Families—Project that Prioritizes Individuals Experiencing Chronic Homelessness.

Identify at least one Rapid Rehousing (RRH) or Permanent Supportive Housing (PSH) project that prioritizes individuals experiencing chronic homelessness.

(limit 500 characters)

The following PSH projects in the CoC prioritize chronically homeless individuals: Avalon Place; Cascade Women's Supportive Housing; DESC Bloomsdale & Consolidated Portfolios 1 & 2; Clement Place; Greenlake; Home at Last; KC Consolidated Scattered Site Supportive Housing; KC Shelter Plus Care Program; Lyon Building; Noel House; Nyer Urness; Ozanam House; Patrick Place; PHG 7th & Cherry; Ronald Commons; Rose of Lima; St. Martin; Thea Bowman; Valley Cities Landing & Williams Apartments

1C-19a. Permanent Supportive Housing for Chronically Homeless Individuals and Families—On-site Behavioral Healthcare.

Describe how the project(s) identified in 1C-19 provides on-site behavioral healthcare.

(limit 2,500 characters)

Several projects identified in 1C-19 provide comprehensive on-site behavioral healthcare (BH) services to support housing stability, recovery& long-term tenant success: DESC Bloomsdale, Clement Place, Greenlake, Consolidated Portfolios #1 & #2, Noel House at Bakhita Gardens, Ronald Commons, St. Martin on Westlake, Thea Bowman Apartments, Valley Cities Landing as well as Plymouth Housing projects such as PHG 7th & Cherry.

Through a formal MOU, DESC Clinical Programs provide on-site BH services at its PSH projects, including mental health (MH) & substance use disorder (SUD) treatment, including: SAGE (Support, Advocacy, Growth and Employment); DESC's licensed outpatient BH program, which provides case management, psychiatric services, medication management, nursing supports, counseling, and psychotherapy; HOST (Homeless Outreach Stabilization and Transition), which provides outreach & intensive BH case management to help participants maintain housing & access services; SUD assessments; individual and group counseling; case management; referrals to higher levels of care; and Medication for Opioid Use Disorder (MOUD). BH is integrated directly into housing operations through on-site Clinical Support Specialists & licensed clinical providers. Residents receive individualized service plans that address MH needs, SUD treatment, crisis intervention, housing stability goals& connections to medical & community resources. Staff coordinate closely with psychiatrists, nurses, SUD case managers, & external providers to ensure tenants receive comprehensive & continuous support. BH services are delivered through a low-barrier, trauma-informed approach designed to promote housing retention & recovery.

Plymouth Housing's PHG 7th and Cherry and other PSH projects provide on-site BH through partnerships with the University of Washington School of Medicine and Catholic Community Services' Counseling, Recovery, and Wellness Program. These partnerships bring MH counseling, SUD treatment, recovery support, & BH services directly to residents within their housing environment. By providing services on-site, residents can more easily access treatment, maintain engagement in care, and address BH challenges that may otherwise jeopardize housing stability.

These projects ensure that chronically homeless individuals and families have immediate access to BH where they live, reducing barriers to treatment and supporting long-term housing success, wellness& community integration

1C-19b. Permanent Supportive Housing for Chronically Homeless Individuals and Families—Assesses Need for Higher Level of Care.

Describe how the project(s) identified in 1C-19 has a policy for assessing program participant need for higher level of care (i.e., assisted living, residential treatment).

(limit 2,500 characters)

Projects identified in 1C-19, including DESC Bloomsdale, DESC Consolidated Portfolios #1 and #2, Ronald Commons, Noel House at Bakhita Gardens, and PHG 7th & Cherry, participate in the CoC's mobility request process, the CoC's formal policy for assessing and responding to participant needs for higher levels of care. Case managers, behavioral health providers, and housing staff regularly assess participants for changes in physical health, behavioral health, functional status, substance use disorder needs, safety concerns, cognitive impairment, and disability-related needs that may indicate the need for assisted living, residential treatment, crisis stabilization, enhanced behavioral health services, or other higher-acuity settings.

The mobility request process is specifically designed for situations involving mental health challenges, substance use disorders, serious medical events, loss of functioning, safety concerns, or the onset of a permanent disability. Before initiating a mobility request, projects must assess whether reasonable accommodations, additional supportive services, or transfer to another unit within the provider's own portfolio can meet the participant's needs. When a higher level of care is necessary, mobility requests receive the highest placement priority for available housing and service opportunities across the coordinated entry system.

In addition, King County voters approved a \$1.25 billion Behavioral Health Levy that is funding five new Crisis Care Centers where individuals can receive crisis stabilization, observation, treatment, and short-term residential support for up to 14 days. Homeless service providers, including PSH projects, are incorporated into referral pathways, allowing projects to rapidly connect participants to appropriate behavioral health services and higher levels of care when warranted.

Together, these policies ensure that chronically homeless individuals and families living in PSH are continuously assessed for changing service needs and can access more intensive care settings when necessary while maintaining housing stability and continuity of support.

1C-19c. Permanent Supportive Housing for Chronically Homeless Individuals and Families—Assesses Readiness for Moving On.

Describe how the project(s) identified in 1C-19 has a policy for assessing program participant readiness for moving on to unsubsidized or other permanent housing.

(limit 2,500 characters)

Projects identified in 1C-19, including Lyon Building, Clement Place, Greenlake, DESC Consolidated Portfolios, and PHG 7th & Cherry, assess readiness for moving on through individualized housing planning, regular case management reviews, and ongoing evaluation of a participant's service needs, housing stability, and ability to successfully maintain less-intensive housing. DESC and Plymouth Housing both operate move-on programs across their PSH portfolios and incorporate resident and staff input when evaluating whether a household no longer requires intensive supportive housing services.

Plymouth Housing's move-on policy considers whether a resident consistently pays rent on time, no longer requires 24-hour services, has established stable daily living systems, and demonstrates successful tenancy and community integration. DESC uses similar criteria and updates individualized housing plans every six months to identify households that may be ready for less-intensive permanent housing. Both providers recognize move-on as a voluntary, participant-centered process designed to increase housing choice and independence while maintaining stability.

Once move-on is identified as a goal, both agencies provide housing search assistance, application support, and counseling to help residents secure permanent housing. Plymouth operates a step-down supportive housing building for individuals with physical or behavioral health conditions who desire a more independent living environment. DESC and Plymouth may also nominate eligible residents for the Housing Access and Services Program, which provides housing vouchers for people with disabilities who are ready to transition from PSH.

In addition, all rapid rehousing projects, including the KC Consolidated RRH project, follow CoC guidelines regarding exits to unsubsidized housing. When a household's income reaches a level that can sustainably cover housing costs, projects work with participants to transition to permanent housing options while providing aftercare and hardship supports as needed.

1D. Project Capacity, Review, and Ranking–Local Competition

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- Frequently Asked Questions

1D-1.	Project Review and Ranking Process Your CoC Used in Its Local Competition. We use the response to this question along with the required attachment as a factor when determining your CoC's eligibility for bonus funds and for other NOFO criteria below.	
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You must upload the Local Competition Scoring Tool attachment to the 4A. Attachments Screen.

Select 'Yes' or 'No' in the chart below to indicate how your CoC reviewed, rated, and ranked project applications during your local competition:

1.	Established total points available for each project application type.	Yes
2.	At least 50 percent of the total available points were based on objective criteria to review, rate, and rank project applications.	Yes
3.	At least 25 percent of the total available points were based on system performance measures to review, select and rate project applications.	Yes
4.	Considered returns to homelessness in reviewing, rating, and ranking housing projects (TH, PH-PSH, PH-RRH).	Yes
5.	Considered employment income in reviewing, rating, and ranking housing projects (TH, PH-PSH, PH-RRH).	Yes
6.	Considered supportive service participation requirements in reviewing, rating, and ranking housing projects (TH, PH-PSH, PH-RRH).	Yes

1D-2.	New Proposals.	
	Does your CoC invite new proposals from entities that have not previously received funding, if such eligible entities exist?	Yes

1D-2a.	Web Posting of CoC-Approved Consolidated Application Before the CoC Program Competition Application Submission Deadline.	
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	Enter the date your CoC posted all parts of the CoC-approved Consolidated Application on the CoC's website or partner's website—which included: 1. the CoC Application, and 2. Project Priority Listings.	09/29/2026
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1D-2b.	Notification to Community Members and Key Stakeholders by Email that the CoC-Approved Consolidated Application is Posted on the Website.	
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	Enter the date your CoC notified community members and key stakeholders that the CoC-approved Consolidated Application was posted on your CoC's website or partner's website.	09/30/2026
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1D-2c.	Local Competition Selection Results for All Projects.	
	You must upload the Local Competition Selection Results attachment to the 4A. Attachments Screen.	

	Does your attachment include: 1. Project Names, 2. Project Scores, 3. Project Rank, 4. Project Status—Accepted, Rejected, Reduced Reallocated, Fully Reallocated, 5. Amount Requested from HUD, and 6. Reallocated Funds +/-.	Yes
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1D-2d.	Projects Rejected/Reduced—Notification Outside of e-snaps.	
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1.	Did your CoC reject or reduce any project application(s) submitted for funding during its local competition?	Yes
2.	If you selected 'Yes' for element 1 of this question, enter the date your CoC notified applicants that their project applications were being rejected or reduced, in writing, outside of e-snaps.	09/23/2026
3.	Did your CoC inform applicants why your CoC rejected or reduced their project application(s) submitted for funding during its local competition?	Yes

1D-2e.	Projects Accepted—Notification Outside of e-snaps.	
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	Enter the date your CoC notified project applicants that their project applications were accepted and ranked on the New and Renewal Priority Listings in writing, outside of e-snaps.	09/23/2026
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1D-3.	Reallocation—Reviewing Performance of Existing Projects.	
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	Describe:
1.	your CoC's reallocation process to reallocate from lower performing projects to create new high performing projects, including how your CoC determined which projects are candidates for reallocation because they are low performing or less needed,
2.	whether your CoC identified any low performing or less needed projects through the process described in element 1 of this question during your CoC's local competition this year,
3.	whether your CoC reallocated any low performing or less needed projects during its local competition this year; and
4.	why your CoC did not reallocate low performing or less needed projects during its local competition this year, if applicable.

(limit 2,500 characters)

The King County CoC, led by KCRHA as Collaborative Applicant, uses a data-driven reallocation process during its annual local competition to ensure CoC Program resources are invested in the highest-performing and most needed projects. All renewal projects are evaluated using objective measures, including local competition scores, housing outcomes, HMIS performance indicators, expenditure and utilization rates, compliance history, and alignment with CoC priorities. Projects with persistent underspending, weaker outcomes, diminished system need, or limited progress toward community goals are identified as potential candidates for reallocation. Performance findings inform project ranking, funding recommendations, and reallocation decisions, and applicants are provided an opportunity to respond to identified concerns.

During the FY 2026 local competition, the CoC identified lower-performing or less-needed projects through this review process. KCRHA assessed all renewal projects and identified eight projects with historically low expenditure rates for partial reallocation consideration. Four of these projects also demonstrated comparatively lower performance and received additional funding reductions based on local competition results and portfolio review.

Yes, the CoC reallocated funding from lower-performing or less-needed projects during this year's competition. Funding reductions were invested in new or higher-ranked projects with demonstrated implementation capacity, stronger performance potential, and greater alignment with current community needs and HUD priorities. Consistent with prior years, the CoC also incorporated voluntary reallocation, with the Home Safe Rapid Rehousing and Salvation Army William Booth projects electing to redirect funding to higher-priority investments. Reallocated funds were used to address identified system gaps and strengthen the overall effectiveness of the CoC's housing portfolio.

1D-3a.	Reallocation Between FY 2021 and FY 2026.	
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	Did your CoC cumulatively reallocate at least 20 percent of its ARD between FY 2021 and FY 2026?	Yes
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2A. Homeless Management Information System (HMIS) and System Performance

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants; and
- Frequently Asked Questions

2A-1.	HMIS Vendor.	
	Not Scored—For Information Only	

	Enter the name of the HMIS Vendor your CoC is currently using.(limit 75 characters)	Bitfocus, Inc. (Clarity Human Services)
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2A-2.	HMIS Implementation Coverage Area.	
	Not Scored—For Information Only	

	Select from dropdown menu your CoC's HMIS coverage area.	Single CoC
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2A-3.	PIT Count—Methodology Change.	
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	Describe:
1.	any changes your CoC made to your unsheltered PIT count implementation, including methodology or data quality changes between 2025 and 2026, if applicable, and
2.	how the changes affected your CoC's PIT count results.

(limit 2,500 characters)

1. WA-500 conducts unsheltered PIT count every 2 years. Because CoC conducted a sheltered-only count in 2025, the Jan 2026 unsheltered PIT count is compared to Jan 2024. The overall methodology remained consistent across both counts. CoC continued to use HUD-approved Respondent-Driven Sampling (RDS), w survey hubs strategically located throughout King County to ensure geographic & population representation. An external statistician from the University of Washington (UW) designed the sample, peer-reviewed RDS methods were used to account for areas not canvassed, & duplicate responses were removed using personally identifying information, unique identifiers & survey screening procedures

CoC implemented 2 data-quality improvements in 2026 to reduce undercounting. 1) w UW Institutional Review Board approval, the CoC surveyed unsheltered youth under 18 for the first time since 2020, improving representation of children & youth experiencing unsheltered homelessness. 2) the CoC strengthened its approach for identifying unsheltered families by expanding & refining integration w the countywide family shelter intake system & incorporating PIT survey questions into intake workflows. These improvements increased CoC's ability to identify unsheltered families & youth who may have been missed in prior years.

2. 2. The 2026 PIT count estimated 11,829 people experiencing unsheltered homelessness, compared to 9,810 in 2024, an increase of 2,019 people. Adults w/o children increased from 8,015 to 9,561 (+1,546), while unsheltered persons in families w minor children increased from 1,688 to 2,224 (+536), representing the largest proportional increase among major household types

Enhanced family-sampling approach likely improved identification of unsheltered families and contributed to the increase in family households counted in 2026. At the same time, family shelter capacity declined from 1,742 beds in 2024 to 1,562 beds in 2026 (-180) while the number of sheltered adults and children decreased from 3,175 to 2,457 in 2026. As a result, the increase in unsheltered families likely reflects both improved count coverage and a real increase in family homelessness; the relative contribution of each factor cannot be isolated. Surveying youth under age 18 also improved representation of unsheltered children & youth, although the CoC cannot determine the extent to which resulting changes reflect methodological improvements versus changes in the underlying pop

2A-4. Reduce Encampments—Actions to Reduce Encampments.

Describe in the field below the actions your CoC took to reduce the number of encampments or the number of people residing in encampments during your evaluation period.

(limit 2,500 characters)

During the evaluation period, the CoC, led by the King County Regional Homelessness Authority (KCRHA), implemented coordinated encampment resolution, outreach, shelter & housing strategies to reduce both the number of encampments & the number of people residing in them. From 2023 through 2025, KCRHA operated encampment resolution efforts on state-owned property, serving more than 550 households across 27 encampments. Through intensive outreach, coordinated case management, & prioritized access to shelter & permanent housing resources, 91% of participating households moved indoors, substantially reducing unsheltered homelessness at targeted locations.

To improve the effectiveness of encampment response efforts, KCRHA partnered closely with Seattle's Unified Care Team (UCT) to align outreach, shelter, housing, & public-sector resources. KCRHA developed a new HMIS module that provides real-time notification when shelter beds or housing units become available due to program exits, allowing outreach teams to rapidly fill vacancies & move people indoors more quickly. The UCT also uses public health, safety, & environmental data to identify priority encampments & coordinate targeted interventions. Through these efforts, Seattle reported an approximately 80% reduction in tents in public spaces between 2022 & the end of the evaluation period.

KCRHA also coordinated a focused encampment reduction initiative in & around the Seattle stadium district. Working with outreach providers, diversion programs, behavioral health partners, & local governments, the initiative accelerated connections to shelter, treatment, & housing for people residing in encampments. Over a 2.5-month period, 66 individuals moved indoors. By increasing exits to permanent housing & reducing the time people spent waiting for placements, the initiative created additional shelter capacity & enabled outreach teams to engage encampments in a broader geographic area.

Beyond individual initiatives, KCRHA used its regional convening role to coordinate encampment response strategies across jurisdictions & service providers, promote consistent outreach and housing navigation practices, & align available shelter & housing resources with areas of greatest need. These combined efforts reduced unsheltered homelessness in targeted encampments, increased placements into shelter & housing, expanded system capacity, & decreased the number of people residing in encampments throughout King County.

2A-4a.	Reduce Encampments—Number of Encampments.	
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1. Enter the estimated number of encampments in the beginning of your evaluation period.	233
2. Enter the reduction in the number of encampments during your evaluation period.	14

2A-4b.	Reduce Encampments—Number of People in Encampments.	
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1. Enter the estimated number of people in encampments in the beginning of your evaluation period.	306
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2. Enter the reduction in the number of people in encampments during your evaluation period.	60
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2A-4c. Reduce Encampments—Plans to Reduce Encampments.

If there has been no reduction in encampments or persons in encampments in your CoC, describe the plans your CoC has to participate in efforts to reduce these numbers.

While there has been success in reducing large, visible encampments in certain portions of the county, the overall number of people experiencing unsheltered homelessness has continued to increase, including people camping in more isolated settings, new neighborhoods, and vehicles.

King County will pair the new beds with increased behavioral health support. The county passed a \$1.25 billion levy to create five behavioral health crisis centers providing 23-hour observation and stabilization and beds for longer stays. The first center served 3,700 last year and the second opens this fall. An opioid recovery and care center was opened last year to treat people who have overdosed and prevent recurrence, and this year a shelter specifically targeting unsheltered adults facing significant mental health and substance use challenges will be expanded. Seattle doubled the number of community crisis responders this year, who deploy with or in place of police to respond to 911 calls and specialize in connecting people to treatment and stabilization.

Finally, we have developed the ability to utilize HMIS, administrative data systems, and input from outreach teams to develop real-time by-name lists to guide focused interventions to resolve encampments in target areas or for specific populations, such as youth and veterans. This helps identify and match individuals to the service and treatment supports they require and is combined with changes to HMIS to be alerted whenever a bed opens up to maximize the use of shelter beds. This methods of using HMIS has been presented at national conferences this year as an innovative new practice in the country.

Describe your CoC's plan to decrease the number of individuals and families becoming homeless for the first time.

FY2026 CoC Application

CoC's strategy to reduce 1st-time homelessness focuses on identifying households (hhs) at greatest risk of housing (hsg) loss, targeting prevention (prvtn) resources to those most likely to experience homelessness& intervening before hhs enter homelessness. KCRHA is expanding prvtn investments, supported by 3 local levies& increased City of Seattle prvtn funding, while using data& research to ensure resources are directed to hhs for whom prvtn is most effective.

To improve targeting, CoC developed a research-based prvtn screening tool informed by HMIS analysis, By-Name Lists for vets, youth& young adults& individuals involved in legal system, as well as longitudinal study conducted w Westat. The tool is used in county school system & informs prvtn efforts across multiple systems. CoC partners w school districts, hospitals, jail discharge planners& countywide initiative focused on those who are high utilizers of health, justice& homelessness systems to identify hhs at risk& connect them to assistance before becoming homeless. CoC is also analyzing eviction data& participating in a national prvtn learning collaborative to continuously refine targeting& intervention strategies.

Diversion is a core component of CoC's inflow-reduction strategy. Building on research demonstrating effectiveness, CoC has implemented diversion throughout homeless response system, including shelters, walk-in service locations& a centralized diversion fund accessed by community-based orgs such as food banks. CoC has also adopted flexible practices, including removing caps on prvtn assistance & allowing payments directly to tenants when landlords wont accept payment, reducing barriers to housing stability.

Prvtn strategies are tailored to pops overrepresented in homelessness. Fams can access prvtn services through a centralized fam intake line & fam resource center where hsg, behavioral health, childcare& other supports are co-located. CoC collabs w McKinney-Vento liaisons, DV providers& youth-serving orgs to identify & assist households before they lose housing. YHDP funding supports peer navigation& school engagement teams that connect young people to services early. Vets Affairs hsg teams identify vets at risk& connect them to VASH, SSVF& GPD resources. Across all prvtn efforts, hhs are connected to employment, education, income supports, food assistance & utility assistance to improve hsg affordability & reduce the likelihood of entering homelessness for the first time

2A-6. Reducing Length of Time Homeless—CoC's Plan.

Describe your CoC's plan to reduce the length of time individuals and families remain homeless.

(limit 2,500 characters)

CoC's strategy to reduce length of time (LOT) individuals & fams remain homeless focuses on accelerating access to permanent hsg (PH), reducing barriers to hsg placement, increasing hsg opportunities& ensuring households (hhs) receive hsg navigation support as quickly as possible. CoC has implemented system-wide diversion, centralized hsg navigation, CE reforms, landlord engagement strategies & significant investments in shelter & hsg capacity to shorten the time hhs spend homeless

Diversion is available throughout homeless response system, including shelters, walk-in service locations& centralized diversion fund accessible to community-based orgs. By helping hhs safely resolve hsg crises w/o entering or remaining in the homeless system, diversion reduces the time individuals & fams experience homelessness. CoC also contracts for a centralized hsg location program that identifies & secures rental units, recruits landlords& reduces rental barriers, increasing the number of hsg opportunities available to participants & shortening the time required to secure PH. In addition, CoC adopted updated RRH guidelines to promote best practices that support faster hsg placements & increas hs stability. CoC has also expanded use of master-leased private apartments to bring supportive hsg units online more quickly.

Increasing hsg & shelter capacity remains a core strategy for reducing LOT homeless. Seattles 2024 hsg levy prioritizes hsg proposals serving ppl experiencing homelessness, while King County's Health Through Housing initiative has opened approximately 1,600 hsg units since 2020. King County& Seattle have also committed to opening 1,500 additional shelter beds by Dec 2027, w nearly 700 already open or in development. Hsg navigation services are integrated into these programs& HMIS analysis shows participants receiving hsg navigation secure hsg more quickly & experience shorter episodes of homelessness.

CoC has made significant CE improvements to expedite hsg matches & move-ins. The priority pool was eliminated, allowing hsg vacancies to be filled from a broader pool of eligible hhs while using LOT homeless as a tie-breaker. CoC also invested \$2M to expand hsg navigation teams at CE regional access points & strengthened doc-readiness efforts in shelters & outreach programs. These changes reduce delays associated w eligibility verification, hsg matching& lease-up, helping hhs move into PH more quickly & reducing the overall LOT they remain homeless.

2A-7.	Successful Permanent Housing Placement—Exits to Unsubsidized Housing.	
Based on HMIS data, what percent of program participants exited from TH/RRH/PSH collectively to unsubsidized housing?	39.00%	

Describe how you calculated the data for this response.

(limit 2,500 characters)

Using HMIS data from all Transitional Housing (TH), Rapid Re-Housing (RRH), and Permanent Supportive Housing (PSH) projects participating in the CoC, we reviewed exits during the System Performance Measures reporting period of October 1, 2024, through September 30, 2025. The universe included all individuals who exited TH, RRH, or PSH during this 12-month period, as reported in the Annual Performance Reports (APRs).

For the separate HMIS calculation required for this question, we used data from all TH, RRH, and PSH projects in WA-500 HMIS, regardless of funding source, for the same October 1, 2024 through September 30, 2025 reporting period. The universe included all 207 projects active at any point during the period: 51 TH, 51 RRH, and 105 PSH.

The denominator is every unique person who exited a TH, RRH, or PSH project during the period, counted once even if they exited more than one project: 5,429 people.

The numerator is the unique people whose Exit Destination (HMIS Data Element 3.12) was one of the following: Staying or living with family, permanent tenure; Staying or living with friends, permanent tenure; Rental by client, no ongoing housing subsidy; or Owned by client, no ongoing housing subsidy: 2,116 people. Exits to subsidized housing and to temporary, institutional, and missing destinations were counted in the denominator but not the numerator.

Of the 5,429 unique people who exited TH, RRH, or PSH during the reporting period, 2,116 exited to one of the specified unsubsidized housing destinations, resulting in 39.0%.

2A-8.	Housing Inventory Count (HIC) and Point-in-Time (PIT) Count Date.	
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	Enter the date your CoC conducted its 2026 Housing Inventory Count (HIC) and Point-in-Time (PIT) count.	01/29/2026
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2A-8a.	HIC and PIT Count Data—HDX 2.0 Submission Date.	
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	Did your CoC submit its 2026 Housing Inventory Count (HIC) and Point-in-Time (PIT) count data in HDX 2.0 by April 30, 2026, 8:00 p.m. EDT?	Yes
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2A-8b.	Longitudinal System Analysis (LSA) Data—HDX 2.0 Submission Date.	
	You must upload your CoC's FY 2026 HDX Competition Report to the 4A. Attachments Screen.	

Did your CoC submit at least two usable LSA data files to HUD in HDX 2.0 by January 16, 2026, 11:59 p.m. EST?	Yes
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2A-8c.	System Performance Measures (SPM) Data—HDX 2.0 Submission Date.	
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	Did your CoC submit its FY 2025 System Performance Measures data in HDX 2.0 by March 4, 2026, 8:00 p.m. EDT?	Yes
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2A-9.	HMIS and Comparable Database Participation—Bed Coverage Rate.	
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Using the FY 2026 HDX Competition Report we issued your CoC, enter data in the chart below by project type:

Project Type	Adjusted Total Year-Round, Current Non-VSP Beds	Adjusted Total Year-Round, Current VSP Beds	Total Year-Round, Current, HMIS Beds and VSP Beds in an HMIS Comparable Database	HMIS and Comparable Database Coverage Rate
1. Emergency Shelter (ES) beds	5,155	114	4,312	81.84%
2. Safe Haven (SH) beds	76	0	76	100.00%
3. Transitional Housing (TH) beds	1,568	140	1,252	73.30%
4. Rapid Re-Housing (RRH) beds	2,326	173	2,499	100.00%
5. Permanent Supportive Housing (PSH) beds	8,452	0	7,010	82.94%
6. Other Permanent Housing (OPH) beds	2,481	0	1,484	59.81%

2A-9a.	Partial Credit for Bed Coverage Rates of 84.99 Percent or Lower for Any Project Type in Question 2A-9.	
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For each project type with a bed coverage rate that is 84.99 percent or lower in question 2A-9, describe:

1.	steps your CoC will take over the next 12 months to increase the bed coverage rate to at least 85 percent for that project type, and
2.	how your CoC will implement the steps described to increase bed coverage to at least 85 percent.

(limit 2,500 characters)

1. KCRHA will first create the conditions providers need to join HMIS, then onboard named programs.

Conditions: KCRHA will pay for HMIS licenses; Bitfocus will set up each project and support imports of existing records; staff will get 1:1 training on using HMIS and its benefits, such as live inventory that fills vacancies through Coordinated Entry, with time to address privacy and other challenges; and in 2027, better data integration tools will let agencies with their own systems send data to HMIS without double entry.

ES (81.8%, 167 beds short): Onboard Bread of Life Mission (90 beds), Ray of Hope/Sundown Shelter in Auburn (62), and Operation Nightwatch (40): 192 beds. UGM and Bread of Life, CoC applicants this year, committed to join HMIS if funded.

TH (73.3%, 200 beds short): Onboard faith-based providers Your Hope and Future (105 beds) and Vision House's two family programs (143 beds).

PSH (82.9%, 175 beds short): Build on VASH gains (491 to 613 beds since 2024) with regular updates for the tenant-based VASH program (778 beds).

OPH (59.8%, 625 beds short): Set up LIHI's two new OPH projects (997 beds); LIHI already uses HMIS. Use Seattle Office of Housing's HMIS rule for homeless-designated units to add the rest.

2. KCRHA's Research and Data team leads this work through the HMIS workplan, with quarterly System Performance Committee (SPC) reviews. New agencies can already sign up and register for trainings on KCRHA's Bitfocus community website.

Months 1-3, build the conditions: Work through each target agency's HMIS lead, a model that already works well here, and prepare 1:1 training on HMIS use, privacy and security, and live inventory; with the CE Committee, review CE access site gaps.

Months 3-6, make the offer: Onboard new agencies and projects, with setup and import support and training, and answer concerns through each agency's HMIS lead. Set up LIHI's OPH projects, agree on regular VASH updates with KCHA and the VA, and work with Seattle OH and King County DCHS to bring homeless-designated units into HMIS.

Months 6-12, onboard and verify: Bitfocus sets up each project within seven business days; staff complete training; UGM and Bread of Life join as funded projects start. In 2027, KCRHA improves data integration tools, and the SPC sets guidance and policy so agencies with the needed technology can use them. Verify participation before the 2027 HIC and report to the CoC Board. Goal: 85% for every project type.

3A. Policy Initiatives

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- Frequently Asked Questions

3A-1.	Supporting Activities within an Opportunity Zone.	
	You must upload the HUD-2996 Certification for Opportunity Zone Preference Points attachment to the 4A. Attachments Screen.	

1.	Will the proposed activities/projects occur within Opportunity Zone Census Tracts?	Yes
2.	Do you expect to use at least 50% of the proposed activities/projects in Opportunity Zones Census Tracts?	No

3A-2	Serving Persons Experiencing Homelessness as Defined by Other Federal Statutes.
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Is your CoC requesting to designate one or more of its SSO, TH, or Joint TH and PH-RRH component projects to serve families with children or youth experiencing homelessness as defined by other Federal statutes?

No

4A. Attachments Screen For All Application Questions

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants; and
- Frequently Asked Questions

We have provided the following guidance to help you successfully upload attachments and get maximum points:

1.	You must include a Document Description for each attachment you upload; if you do not, the Submission Summary screen will display a red X indicating the submission is incomplete.
2.	You must upload an attachment for each document listed where 'Required?' is 'Yes'.
3.	We prefer that you use PDF files, though other file types are supported—please only use zip files if necessary. Converting electronic files to PDF, rather than printing documents and scanning them, often produces higher quality images. Many systems allow you to create PDF files as a Print option. If you are unfamiliar with this process, you should consult your IT Support or search for information on Google or YouTube.
4.	Attachments must match the questions they are associated with.
5.	Only upload documents responsive to the questions posed—including other material slows down the review process, which ultimately slows down the funding process.
6.	If you cannot read the attachment, it is likely we cannot read it either.
	. We must be able to read the date and time on attachments requiring system-generated dates and times, (e.g., a screenshot displaying the time and date of the public posting using your desktop calendar; screenshot of a webpage that indicates date and time).
	. We must be able to read everything you want us to consider in any attachment.
7.	After you upload each attachment, use the Download feature to access and check the attachment to ensure it matches the required Document Type and to ensure it contains all pages you intend to include.
8.	Only use the 'Other' attachment option to meet an attachment requirement that is not otherwise listed in these detailed instructions.

Document Type	Required?	Document Description	Date Attached
01. 1C-1. List of TH/RRH/PSH Projects and Treatment Providers with On-Site Substance Use Treatment	Yes	List of TH/RRH/PS...	09/28/2026
02. 1C-1f. List of CoC Program Projects and Number of Units that require Substance Abuse Treatment	Yes	List of CoC Progr...	09/29/2026
03. 1C-3. Language from Project Supportive Service Agreements	Yes	Language from Pro...	09/28/2026
04. 1C-10. Evidence of Coordination and Non-Interference with Local Efforts to Advance Public Safety	Yes	Evidence of Coord...	09/29/2026
05. 1D-1. Local Competition Scoring Tool	Yes	Local Competition...	09/28/2026

06. 1D-2c. Local Competition Selection Results	Yes	Local Competition...	09/28/2026
07. 2A-8b. FY 2026 HDX Competition Report	Yes	FY 2026 HDX Compe...	09/28/2026
08. 3A-1. HUD-2996 Certification for Opportunity Zone Preference Points	No		
09. 3A-2a. Project List for Other Federal Statutes	No		
10. 3A-DP. Your CoC's Policy or Statement to Advance Recovery	No	CoC's Policy or S...	09/28/2026
11. Other	No	Reservation of Ri...	09/28/2026

Attachment Details

Document Description: List of TH/RRH/PSH Projects and Treatment Providers with On-Site Substance Use Treatment

Attachment Details

Document Description: List of CoC Program Projects and Number of Units that require Substance Abuse Treatment

Attachment Details

Document Description: Language from Project Supportive Service Agreements

Attachment Details

Document Description: Evidence of Coordination and Non-Interference with Local Efforts to Advance Public Safety

Attachment Details

Document Description: Local Competition Scoring Tool

Attachment Details

Document Description: Local Competition Selection Results

Attachment Details

Document Description: FY 2026 HDX Competition Report

Attachment Details

Document Description:

Attachment Details

Document Description:

Attachment Details

Document Description: CoC's Policy or Statement to Advance Recovery

Attachment Details

Document Description: Reservation of Rights

Submission Summary

Ensure that the Project Priority List is complete prior to submitting.

Page	Last Updated
1A. CoC Identification	09/28/2026
1B. Coordination and Engagement–Accountable Structure and Participation	09/29/2026
1C. Coordination and Engagement	09/29/2026
1D. Project Review/Ranking	09/29/2026
2A. HMIS Implementation	09/29/2026
3A. Policy Initiatives	09/29/2026
4A. Attachments Screen	09/29/2026
Submission Summary	No Input Required



List of TH/RRH/PSH Projects and Treatment Providers with On-Site Substance Use Treatment

Project	Program Type	Name of Treatment Provider	On-site Substance Use Treatment Available
Anita Vista	Joint TH/RRH	Valley Cities Behavioral Health Care	Yes
Arbor House (New Ground Bothell)	TH	Ryther / Sound Behavioral Health	Yes
Auburn Family	PSH	Valley Cities Behavioral Health Care	Yes
Avalon Place	PSH	Valley Cities Behavioral Health Care	Yes
Bread of Life Mission's Transitional Housing with Supportive Services	TH	Therapeutic Health Services (THS)	Yes
Carlyle-Dayton House DV Transitional Housing	TH	Therapeutic Health Services (THS)	Yes
Cascade Women's Supportive Housing	PSH	REACH / Evergreen Treatment Services	Yes
Coming Home	TH	Valley Cities Behavioral Health Care	Yes
DAWN RRH For Survivors of Domestic Violence	RRH	Valley Cities, Sound Behavioral Health, Consejo Counseling	Yes
DESC Bloomsdale	PSH	DESC Clinical Services	Yes
DESC Clement Place Consolidated	PSH	DESC Clinical Services	Yes
DESC Consolidated PSH Portfolio #1	PSH	DESC Clinical Services	Yes
DESC Consolidated PSH Portfolio #2	PSH	DESC Clinical Services	Yes
DESC Greenlake	PSH	DESC Clinical Services	Yes
DV/SA Rapid Rehousing Program	RRH	DESC Clinical Services	Yes
EACS South King County Transitional Housing Program	TH	Valley Cities Behavioral Health Care	Yes
Family Village Redmond PSH for Families	PSH	Consejo Counseling and Referral Service	Yes
Georgetown Inn	TH	Therapeutic Health Services (THS)	Yes
Lyon Building	PSH	DESC Clinical Services	Yes
Martin Court	TH	Therapeutic Health Services (THS)	Yes
Mi Casa	TH	Consejo Counseling and Referral Service	Yes
Mosaic House	TH	Consejo Counseling and Referral Service	Yes
New Ground Totem Lake	Th	Ryther and Sound Behavioral Health	Yes
Noel House at Bakhita Gardens	PSH	Catholic Community Services Behavioral Health Partners	Yes
Nyer Urness	PSH	Valley Cities Behavioral Health Care	Yes
Ozanam House Consolidated PSH	PSH	Catholic Community Services Behavioral Health Partners	Yes
Pathways Inn - Integrated Care Network	TH	Valley Cities Behavioral Health Care	Yes
Patrick Place	PSH	Valley Cities Behavioral Health Care	Yes
PHG 7th and Cherry (Plymouth on First Hill)	PSH	Plymouth Integrated Behavioral Health Partners	Yes
Ronald Commons	PSH	Valley Cities Behavioral Health Care	Yes
Rose of Lima House	PSH	Catholic Community Services Behavioral Health Partners	Yes
Sandpoint Youth Group Homes (New Ground Sandpoint)	TH	Ryther and Sound Behavioral Health	Yes
Sandpoint Youth Group Homes Expansion	Th	Ryther and Sound Behavioral Health	Yes
Scattered Site Leasing	PSH	Valley Cities Behavioral Health Care & DESC Clinical Services	Yes
Seattle Transitional Housing for Families	TH	Sound Behavioral Health	Yes
Severson Program	TH	Sound Behavioral Health	Yes
St. Martin on Westlake	PSH	DESC Clinical Services	Yes
St. Stephen Housing Family Housing Program	TH	Catholic Community Services Behavioral Health Partners	Yes
Thea Bowman Apartments	PSH	Catholic Community Services Behavioral Health Partners	Yes
Transitional Housing Tiny House Village	Th	REACH / Evergreen Treatment Services	Yes
Valley Cities Landing	PSH	Valley Cities Behavioral Health Care	Yes
WELD Recovery Housing	TH	Therapeutic Health Services (THS) and Valley Cities	Yes
YMCA Severson Program Expansion	TH	Sound Behavioral Health	Yes
YWCA Supportive Housing (Opportunity Place + Seneca)	PSH	Sound Behavioral Health	Yes



List of CoC Program Projects and Number of Units that Require Substance Abuse Treatment

Below is the list of CoC Program Projects and the number of units that require substance treatment in WA-500.

Project	Program Type	Number of Units
Georgetown Inn	TH	47
WELD Recovery Housing	TH	170
Williams Apartments	PSH	61
Bread of Life Mission's Transitional Housing with Supportive Services	TH	50
HERO House Bellevue Transitional Housing	TH	10
Pathways Inn - Integrated Care Network	TH	119
Hope Place Women's and Children's Recovery Program	SSO	n/a
WELD Month	SSO	n/a



Language from Project Supportive Service Agreements

The enclosed include the following Project's Supportive Service Agreements:

Project	Program	Documented	Require Sup. Ser
Seattle Transitional Housing for Families	TH	Yes	Yes
WELD Recovery Housing	TH	Yes	Yes
New Ground Totem Lake	TH	Yes	Yes
Transitional Housing Tiny House Village	TH	Yes	Yes
Sandpoint Youth Group Homes Expansion	TH	Yes	Yes
Stable Families: Expanding Rapid Rehousing, Family Stability, and Self Sufficiency for Homeless Families	RRH	Yes	Yes
Georgetown Inn	TH	Yes	Yes
St. Stephen Housing Family Housing Program	TH	Yes	Yes
YMCA Severson Program Expansion	TH	Yes	Yes
Rapid Rehousing for Young Adult Head of Household Families with Children	RRH	Yes	Yes
Martin Court	TH	Yes	Yes
EACS South King County Transitional Housing Program	TH	Yes	Yes
Pathways Inn - Integrated Care Network	TH	Yes	Yes
Arbor House (New Ground Bothell)	TH	Yes	Yes
Arbor House (New Ground Bothell) Expansion	TH	Yes	Yes
Aurburn Family	PSH	Yes	Yes
Avalon Place	PSH	Yes	Yes
Cascade Women's Supportive Housing	PSH	Yes	Yes
Coming Home	TH	Yes	Yes
Home at Last (FOY - Francis Village Permanent Supportive)	PSH	Yes	Yes
King County Consolidated Rapid Rehousing Program	RRH	Yes	Yes
King County Consolidated Scattered Site Supportive Housing	PSH	Yes	Yes
King County Shelter Plus Care Program - TRA	PSH	Yes	Yes
Nyer Urness (Compass)	PSH	Yes	Yes
PHG 7th and Cherry (Plymouth on First Hill)	PSH	Yes	Yes
Rapid Rehousing for Young Adults	RRH	Yes	Yes
Ronald Commons (Compass)	PSH	Yes	Yes
Roy St Transitional Living & RRH Program	Joint TH/RRH	Yes	Yes
Sandpoint Families Supportive Housing	PSH	Yes	Yes
Sandpoint Youth Group Homes (New Ground Sandpoint)	TH	Yes	Yes
Seattle Rapid Rehousing for Families Consolidated Project	RRH	Yes	Yes
Severson Program	TH	Yes	Yes
Valley Cities Landing	PSH	Yes	Yes
WA-500 YDHP - Bridge Housing	Joint TH/RRH	Yes	Yes
Williams Apartments (Compass)	PSH	Yes	Yes

NEIGHBORHOOD HOUSE

Transitional Housing Program — Client Service Agreement

This agreement outlines the expectations, responsibilities, and supports available to households enrolled in the Neighborhood House Family Transitional Housing (TH) Program.

Program Overview

Neighborhood House provides Transitional Housing (TH) paired with wrap-around supportive services to help clients prepare for securing and maintain permanent housing. Participants are expected to engage in at least 20 hours per week of services, activities, and/or employment; employment hours count toward this total. This requirement does not apply to a participant who is over age 62, or who meets the definition of an individual with handicaps under 24 CFR 8.3 or an individual with a developmental disability under 24 CFR 578.3 — Housing Advocates will confirm eligibility for this accommodation on request. Noncompliance may result in corrective action, a service plan review, or termination.

Each family is assigned a Housing Advocate who develops an individualized Service Plan (SP) and provides case management, housing navigation, tenancy support, and monthly unit inspections. Supports are individualized to the household's needs, including childcare, income, credit, documentation, and education/employment barriers.

Services Include:

Employment: resumes, job search, interview prep, job leads with one of NH's Career Specialists **Education & Training:** college and training funding navigation, career and vocational certificates, ESOL/GED. **Public Benefits:** Medicaid/ Medicare, health insurance, SNAP, childcare subsidies, utility discounts, Medicaid case management. **Financial Literacy:** cash flow budgeting, credit, savings plans, banking support and financial coaching with American Financial Solutions. **Life Skills:** health, wellbeing, and mindfulness workshops with NH's nursing team. **Tenancy Support:** tenant education, support and mediation. **Mental & Behavioral Health:** referrals for therapy, crisis support, and SUD treatment (Consejo Counseling, Health Point, Sound Behavioral Health, Valley Cities Behavioral Health), plus NH-facilitated support groups for anxiety and depression.

Service Plan

Every client's Service Plan, developed with their Housing Advocate, is organized around three goal areas — *Health & Wellness*, *Housing Stability*, and *Employment & Income*. The plan outlines the services to be provided; when and how often; who provides them; and the participant's goal, strategy, and target date for achievement. Advocates review the SP with each client at least every two weeks.

Client Expectations

Program Participants/ Households agree to:

1. Engage in at least 20 hours per week of approved services, activities, and/or employment.
2. Meet with their Housing Advocate at least every two weeks.
3. Follow their individualized Service Plan.
4. Attend scheduled appointments, classes, and workshops, and communicate promptly about changes in schedule, employment, income, or household composition.

5. Maintain their unit in a clean, safe condition and follow site rules.

Client Rights

All participants have the right to dignity and respect; services free of discrimination; confidentiality to the extent permitted by law; participation in developing their SP; and reasonable accommodation, language access, and the age/disability exemption described above.

Program Duration

TH participation is time-limited. Continued enrollment depends on SP progress, service engagement, and adherence to program requirements. Failure to meet expectations may result in corrective action or termination.

Agreement & Signatures

By signing below, I acknowledge that I have read, understand, and agree to comply with this Agreement, and that failure to comply may result in program exit.

Client Name (Printed)

_____ Date: _____

Client Signature

_____ Date: _____

Housing Advocate Signature

_____ Date: _____

Program Manager Signature

_____ Date: _____



WELD MEMBER AGREEMENT OF INFORMED CONSENT & MEMBER SERVICES

Introduction:

This Agreement is intended to provide _____ [Member Name] with important information regarding the practices, policies, and procedures of Weld Seattle and to clarify the terms of the professional relationship between Weld Seattle staff and a Weld Seattle member. Any questions or concerns regarding the contents of this agreement should be discussed with staff prior to acknowledging and signing below.

Risks and Benefits of Programming:

The mission of Weld Seattle is to “equip system-impacted individuals with housing, employment, and resources conducive to recovery and successful reintegration back into society”.

Progress and success for Weld Seattle members may vary depending upon the particular problems or issues being addressed, as well as many other factors. Participating in Weld Seattle services may result in a number of benefits including, but not limited to, recovery from substance use and other identified concerns, the attainment of needed resources (housing, employment, clinical social work, case management, identified resources), reduced stress and anxiety, a decrease in negative thoughts and self-sabotaging behaviors, improved interpersonal relationships, the development of peer-focused community and increased self-confidence. Such benefits may also require substantial efforts on the part of the member, including active participation in designated programming, earnest engagement in change-oriented practices, and collaborative working relationships with staff and peers. There is no guarantee that programming will yield any or all of the benefits listed above.

Agency and Professional Consultation:

Professional consultation is an important component of Weld Seattle member success and staff collaboration. Our clinical team will regularly participate in clinical, ethical, and legal consultation with appropriate professionals as deemed necessary. During such consultations, our clinical staff will not reveal any personally identifying information of Weld members without written consent to do so and/or in alignment with contracted services, such as the Regional Mental Health Court (RMHC), Regional Veterans Court (RVC), Community Court, & Drug Court housing programs.

Confidentiality:

As an agency, Weld Seattle is informed by and aligned in practice with the privacy and confidentiality standards of two federal laws: the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. § 132d et seq., 45 C.F.R. Parts 160 & 164, and the Confidentiality Law, 42 U.S.C. § 290dd-2, 42 C.F.R. Part 2.



HOUSE RULES

A successful and healthy home environment is critical to our recovery and reintegration. Central to that healthy home environment is the respect and trust we offer and receive from our house members. House rules provide us with stability, routine, and create accountability to ourselves and to our community. They are important. They serve to support the values and relationships that the house members maintain. We have adopted the following rules to help create an environment that is healthy, respectful, and safe for all involved.

GENERAL RULES:

1. House members are expected to completely abstain from all drugs (including marijuana) and alcohol. This includes substances/supplements like steroids, kratom, and any non prescribed medications. Prescription medications are subject to Weld approval. Any violation of this policy is grounds for eviction. INITIAL HERE_____
2. Attendance is required and mandatory at all weekly house meetings. INITIAL HERE_____
3. Do not engage in any illegal activity on the property. Any violation of this policy is grounds for termination. INITIAL HERE_____
4. You must agree to submit a urine analysis when requested by Weld staff or the house manager. UA's will take place randomly no less than once per week. The UA must be supervised and completed at the time of the request and you will be monitored until the UA has been completed. Refusing to submit UA is grounds for eviction. If a member has reason to suspect another member is using drugs or alcohol, they can request that the house manager conduct a UA. Tampering/falsifying with mandatory Urine Analysis in any way is an actionable offense and also grounds for eviction. Any violation of this policy is grounds for eviction. INITIAL HERE_____
5. Must be employed, actively seeking employment, or on disability income. INITIAL HERE_____
6. Required to create a reentry plan upon your entry into Weld, specific to you and your individual goals. INITIAL HERE_____
7. Must be actively working through you Reentry Plan, showing consistent progress. Must also have a sponsor and be actively engaged in regular and honest communication with that person. INITIAL HERE_____
8. Required to attend a minimum of 5 recovery meetings a week (house meeting does not count, nor do court ordered group therapy, or intensive outpatient). Any violation of this policy is grounds for eviction. INITIAL HERE_____
9. If taking any medications, this needs to be discussed at your initial intake and they need to be reported to house manager, prior to signing the contract and moving into the house. Medications are to be taken only as prescribed. Any deviation from this may be considered a relapse. Do not share prescription medications, as it will be considered a relapse. If at any time, you are prescribed a narcotic or prescription drug, the house and a full-time Weld staff member must be notified and documentation of prescription must be provided. All medications need to be kept in a secure place via Weld staff/house manager. Any medication that contains narcotics (such as pain killers) or psychoactive ingredients (such as anti-anxiety medication), as well as opiate replacements (like suboxone, methodone, or buprenorphine), must be supervised by a house manager if appropriate, or a Weld staff member. Weld reserves the right to apply this rule to any medication they see fit. Any violation of this policy is grounds for eviction. INITIAL HERE_____
10. No weapons of any kind are allowed in the house. Use of any object as weapon will be considered a violation of this rule and grounds for immediate eviction. INITIAL HERE_____
11. House members must pay their Weld membership fee no later than the 1st of each month. The housing membership fee covers the cost of the housing member's room, utilities, and commonly shared household items. INITIAL HERE_____

RESPECTFUL LIVING:

1. Respect the privacy of other house members and do not go into anyone else room when they are not present.
2. Any physical violence or threats of physical violence are grounds for eviction and revocation of Weld membership.
3. No vaping or smoking inside of house. Be respectful of the neighbors if smoking outside of the house and dispose of any cigarette butts in trash bin.
4. Be mindful of your noise levels, respecting both your fellow house members and the neighbors.
5. Members are expected to clean up after themselves in shared living spaces and rooms are expected to be kept neat and clean.
6. House members are allowed only to keep and store what will reasonably fit in their room without encroaching on their roommate's space.



HOUSE RULES

7. House members are expected to supply and shop for their own food. Your food should be stored in the area identified as your own. Taking others food without their permission is not allowed. INITIAL HERE_____
8. Racism, Sexism, and prejudice/bigotry of any kind is forbidden and will not be tolerated. Any words or actions to this effect may lead to revocation of Weld membership. INITIAL HERE_____
9. Disruptions of the house, distraction from recovery, or any other behavior that is detrimental to successful recovery/reentry may result in termination. INITIAL HERE _____

CHORES & CLEANLINESS:

All chores are assigned at weekly meeting and rotated every week. If you cannot complete your chore, you must ask roommate to help. Weekly chores must be completed on Sunday by 9:00 pm and signed off by another member. Nightly kitchen chores should be completed by 10:00 pm.

1. **Kitchen:** Sweep & mop, clean out refrigerator and throw away anything that seems expired or without a name and date, clean stove and microwave, sanitize countertops, empty and wipe down garbage.
2. **Bathrooms:** scrub bath tubs, toilets and sinks with cleaning product, clean mirror, sweep & mop floor, empty trash, stock toilet paper & soap. Put the hand towels into the washer and replace with clean ones.
3. **Floors/Common Areas:** Vacuum common area, hallways, and couches. Dust and straighten common areas and laundry areas.
4. **Front Door/Porch and Smoking Areas:** Empty ashtrays, sweep front door, pick up any cigarette butts, maintain front yard and driveway clean and free of trash or dead leaves.
5. **Trash / Recycling / Compost:** Ensure that trash, recycling, and compost are separated into their designated bins, as defined by the City of Seattle. Place bins by the street on assigned day for pick-up by the City. Note: The City of Seattle no longer allows food waste in the trash can. Food waste is to be composted. The City will fine the house if food waste is found in the trash can. This fine is the responsibility of the house members. INITIAL HERE_____
6. Failure to adequately participate in chores/household activities may result in fines and/or termination INITIAL HERE_____

CURFEW / GUESTS / OVERNIGHTS:

Initial 30 days in the house:

1. 10:00 pm curfew

No overnight stays outside of the house. No guests can stay overnight at the house. All overnights must be approved by Weld staff and/or director.

No Curfew following initial 30 days

Overnights

1. Must sleep or stay at the house a minimum of 4 nights a week.
2. If staying outside of the house overnight, another member of house must be notified by 6 pm and have it posted on message board. All overnights must be approved by Weld staff/director. INITIAL HERE _____

No overnight guests at anytime.

Guests – All house rules apply to guests and must be followed INITIAL HERE_____

1. **All guests must sign the guest log upon entering and leaving the Weld house. Guests are allowed between 10am and 6pm, and never more than 2-4 hours at a time. If you or your guest cause disruptions, they must leave and may not be allowed to return. You are responsible for making sure your guest leaves on time.**
2. Guests under the influence of any alcohol or drugs are prohibited from visiting the house, either inside or outside.
3. Weld reserves the right to drug test any guests that are visiting the house.
4. Guests must be respectful of all other members.
5. If any there are any conflicts between a guest and another member of house the guest must leave immediately.
6. **Guests may not be present in the house if the member who invited them is not at home.**

HOUSE RULES



7. Weld reserves the right to deny any outside guest access to the houses at any given time. ANY VIOLATION OF THESE POLICIES IS GROUNDS FOR TERMINATION. INITIAL HERE_____

TERMINATIONS AND MOVING OUT

If your membership is terminated, you have 30 minutes to gather some belongings, then three days to collect the rest of your property. You must schedule the pick-up time with a Weld staff member. A staff member or house manager of Weld must be present while collecting belongings and to collect any house keys. If you do not collect your belongings within 30 days, you agree that your belongings will be donated to Weld, and you no longer have the right to re-claim that property.

Member termination is non-negotiable, and not subject to any tenant's rights or other protections. Weld housing is a voluntary agreement and can be terminated as Weld sees fit.

At any time, Weld may require you to move due to building permits being issued. We will aim to provide a minimum of three weeks' notice in such an event, and ideally have another Weld house available to move into. However, we cannot guarantee that other housing options will be available through Weld. INITIAL HERE_____

Weld asks that if you decide to move that you give a two-week prior notice in writing to a Weld staff member.
INITIAL HERE_____

There is a two-year maximum timeframe that each member can actively live in Weld's housing program
INITIAL HERE_____

By signing below, you acknowledge that you have read and agree to the above rules and guidelines, forfeiting legal complaints against Weld and Weld staff.

Printed Name & Signature of Weld House Member

Date

Printed Name & Signature of Weld Staff

Date



TRANSITIONAL LIVING PROGRAMS

supportive services participation agreement

1. Purpose & Our Partnership

Welcome to New Ground _____. Our goal is to partner with you as you transition to permanent housing. We recognize that you are the expert in your own life. This agreement is a tool to help us co-design a roadmap that builds on your strengths and addresses your specific needs.

2. The 20-Hour Weekly Service & Work Goal

To ensure you have the support needed to exit homelessness permanently, this program is designed around a 20-hour weekly goal of customized services, skill-building, or work. This is a living document that can be updated over time. Your 20 hours will be unique to you. Together with your Case Manager, you will select from a menu of activities that align with your personal goals.

- **Employment Counts:** Every hour you spend at a job (full or part-time) reduces your service hour goal by that same amount.
- **Customized to You:** If you are working 10 hours a week, we will work together to find 10 hours of other activities (like housing searches or wellness) that fit your schedule.

3. Exemptions

You are exempt from the 20-hour requirement if you have a documented physical disability or impairment that limits your ability to participate. In that case, we will still offer you any services you choose to access, but they are not required. Please note: substance use disorder does not count toward an exemption.

4. Your Menu of Service Options

You and your Case Manager will co-create a weekly schedule. You can mix and match activities including, but not limited to:

- **Housing Stability:** Searching for apartments, meeting with landlords, or attending financial literacy/budgeting workshops.
- **Health & Wellness:** Individual or group therapy, substance use recovery supports (AA/NA, outpatient), or medical appointments.

- Career & Education: Job training, GED classes, college coursework, or resume building.
- Parenting Education & Support: Parenting coaching, maternal/child health visits, or navigating childcare and school enrollment.
- Life Skills: Nutrition/cooking classes, legal advocacy, or benefit coordination (WIC, SNAP, SSI).

5. Accountability

We understand that life happens. If you find it difficult to meet your 20-hour goal, our response will be increased support.

1. Collaborative Review: We will first meet to see if the plan needs to be adjusted. If new challenges arise (like transportation or childcare), we can help you overcome them.
2. Plan Modification: We can change the types of activities or the times they occur to better suit your needs.
3. Continued Engagement: Our primary goal is to keep you housed. We will work through multiple attempts to re-engage you before formal program warnings are issued.

6. Resident Acknowledgment

- I understand that this program is a partnership and that I will lead the design of my service plan.
- I understand the 20-hour weekly goal and how my work hours count toward it.
- I know I have the right to request "Reasonable Accommodations" if a documented disability makes certain activities difficult.

Resident Signature: _____ **Date:** _____

Case Manager Signature: _____ **Date:** _____



Agreement used for Transitional Housing Tiny House Villages, Georgetown Inn, and Martin Court.

Service Agreement

Purpose: The Low Income Housing Institute (LIHI) provides case management services to individuals and families who are homeless and enrolled in Enhanced Emergency Services. Case Management is provided to assist clients in overcoming the immediate barriers, which impede their ability to obtain housing. To be considered an active participant of the program I must comply with the following:

_____ I understand that the Enhanced Emergency Services program is a time limited program and is considered an emergency shelter. The goal is to quickly find and maintain permanent housing.

_____ I understand as a Enhanced Emergency Services client, I must follow all rules as explained in this service agreement as well as the Enhanced Emergency Services Code of Conduct.

_____ I understand that I must meet with my case manager at least every two weeks. If I remain out of compliance with case management requirements, I may be asked to leave the Enhanced Emergency Services program.

_____ I understand that I must work with my case manager to complete a Housing Service Plan. I must be actively working on the goals set forth in this plan during my time in this Enhanced Emergency Services program.

_____ I must provide all requested documentation and be able to provide additional documentation if requested by my case manager, including identification, social security card, and verification of income.

_____ I understand that my case manager will take as many of my reasonable housing preferences as possible into account when considering a housing referral but every preference may not be able to be met.

_____ I understand when I am offered a housing referral, it will be based on meeting all needed criteria for that referral. If I turn down a viable housing referral, I may be exited from the Enhanced Emergency Services program. If it is determined that the referral could pose a health, safety or traumatic occurrence, I must justify the refusal, in writing, to the Director of Supportive Services.

_____ I understand that if I am asked to leave the Enhanced Emergency Services program, my case manager will provide me with a referral to another emergency shelter program. If I am being asked to leave due to violent or aggressive behavior, a referral to another emergency shelter program may not be offered.

_____ I understand that case management services will terminate when I exit the Enhanced Emergency Services program.

_____ I understand that the Low Income Housing Institute (LIHI) has the right to revise or modify this document at any time and if this occurs I will be required to sign a new form.

Client Signature

Date

Client Printed Name

STABLE FAMILIES PROGRAM

Welcome to Vine Maple Place and the Stable Families Program! Our program rules are meant to support you and inform you of Vine Maple Place (VMP) participation guidelines. Your communication, attendance, and engagement in program activities are essential to meeting your individual goals. You will work with our program specialists to set goals and establish a plan to work toward stability and self-sufficiency.

I. Essential components of working toward stability and self-sufficiency (All Participants)

- **Engagement ensures your spot in the program**
 - To ensure your progress toward stability and self-sufficiency your communication to our specialists is essential. You are asked to communicate any changes and/or cancellations 24 hours in advance.
- **Housing Stability**
 - Those with housing barriers will meet weekly with their assigned Housing Stability Specialist on finding housing solutions.
- **Financial Stewardship and Stability**
 - Attend Financial Literacy Classes weekly while creating and maintaining a budget spreadsheet
- **Employment and Wage Development**
 - Attend trainings, workshops, and meetings weekly until job is attained then meet monthly to update employment conditions
- **Attend weekly Behavior Health Classes**
 - Weekly attend and complete the following curriculums: Parenting, and Boundaries.
- **Children and Youth**
 - Ask for children & youth resources as needed in academics, mental health, social, parent-child relationship, and health and safety.

II. Conduct that could jeopardize your participation in the Program (All Participants)

- Violation of any rules outlined in this document or misrepresentation of any facts in the program
- Destruction of VMP property.
- Disengagement and failure to attend/participate or communicate for four (4) weeks will be considered a voluntary withdrawal from the program and that you found stability elsewhere.

III. Conduct that could result in your immediate dismissal from all programs (All Participants)

- **USE OF CONTROLLED SUBSTANCES. A Zero-tolerance policy is strictly enforced. Consumption or possession of drugs (including another's prescription drugs) or alcohol or marijuana on-site is strictly prohibited.**
- All participants, including teens, are subject to random drug and alcohol screening. Failure to submit to tests will be treated as a positive test result and that person will be escorted off the premises immediately.
- Violence or threat of violence by participants of any age, or by their guests will result in immediate expulsion from the program. Participants will not touch, assault, or threaten anyone, including VMP personnel or volunteers which will result in immediate removal from the property and the program.
- Theft will result in dismissal from the program and report to law enforcement.
- Weapons of any kind are strictly prohibited.

IV. Statement of Understanding and Agreement (All Participants)

I have read or have been read this document, entitled **Stable Families Program**. I am responsible for knowing and understanding its content. I agree to abide by the rules, regulations, and policies of Vine Maple Place. I am aware that as long as I comply with the rules as stated herein, my stay at VMP is on a month-to-month basis, as determined by the Stable Families Team. Failure to follow the program rules may result in termination of housing and/or services. **If I move forward in this intake process then fail to communicate, attend or formally exit the program to re-enter the program will take 90 days to 12 months depending on program status**

STATEMENT OF POLICY: COMPLIANCE WITH CHILD ABUSE REPORTING LAWS

It is the official policy of the Stable Families Program that all Vine Maple Place Staff are required to report any suspected child abuse or neglect to Child Protective Services (CPS).

Definition of Child Abuse and Neglect:

“Child abuse or neglect” shall mean the injury, sexual abuse, sexual exploitation, or negligent treatment or maltreatment of a child by any person under circumstances which indicate that the child’s health, welfare, and safety are harmed thereby.”

In compliance with mandatory reporting requirements, Vine Maple Place will immediately report all instances of suspected child abuse or neglect by telephone to CPS.

Such report shall contain the following information:

- (1) The name, address and age of the child
- (2) The name and address of the child’s parent, step-parents, guardians, or other persons having custody of the child.
- (3) The nature and extent of the injuries, if any
- (4) The nature and extent of the neglect, if any
- (5) The nature and extent of the sexual abuse, if any
- (6) Any evidence of previous injuries, including their nature and extent, and
- (7) Any other information which may be helpful in establishing the cause of the child’s death, injury, or injuries and the identity of the perpetrator or perpetrators.

In turn, CPS shall contact Vine Maple Place of case status within the prescribed time frame following the date of report to CPS.

 Participant Name Date

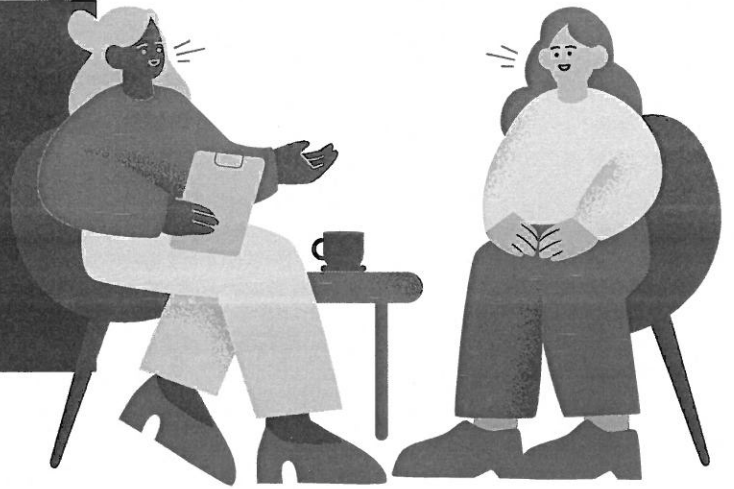
 Participant Signature Date

 VMP Staff Signature Date

Vine Maple Place

Behavioral Health

MAPLE VALLEY SERVICES



Counseling

Discover personalized support through our free counseling services, available to children, adults and families. Our team provides a safe and confidential space to address your concerns and work towards positive change. We can also provide referrals for:

- Domestic violence (DV) support
- Medical insurance
- Chemical dependency support

Refresh Classes (Tuesdays @ 6:00 - 7:20PM)

Transformative 8-week class series that build practical skills to improve your life and relationships.

Parenting Class

- Equips parents with effective strategies for raising children in a nurturing and structured environment.

Boundaries Class

- Introduces the concepts of co-dependency, overcommitment, and dysfunctional relationships as well as self-exploration and identity.

Groups

A space to share experiences, find support, and foster personal growth through mutual encouragement.

The Well (Thursdays @ 6:00 - 7:20PM)

- A women's-only support group for decompressing and navigating challenges like codependency, boundaries, and personal struggles.

Women's Therapeutic Group (Mondays @ 12:30 - 2:00)

- A therapeutic group blending psychoeducation and guided discussion, led by licensed professionals in a supportive space.

Contact Us

Grace M., Behavioral Health Coordinator
(425) 443-1620 | GraceM@vinemapleplace.org

Request
counseling here!



St. Stephen Housing Association

Supportive Services Agreement

Family Name: _____

Move-in Date: _____

This document outlines the supportive services SSHA provides and the mutual expectations between you and your Housing Case Manager during your stay with St. Stephen Housing Association (SSHA). By participating in the program, you agree to work in partnership with your Case Manager to support your family's stability and transition to permanent housing.

- 1. Collaborative Planning:** You and your Case Manager will work together to create and maintain a family goal plan focused on increasing self-sufficiency and securing permanent housing before the end of your 12-month stay.
- 2. Regular Meetings:** You agree to meet or connect with your Case Manager approximately 2–4 times per month. These meetings are essential for tracking progress and adjusting goals as needed.
- 3. Active Participation:** You will actively work on your goals, which will include submitting housing applications, contacting landlords, and seeking employment or supportive services. Your Case Manager will offer tools and resources, but follow-through is your responsibility.
- 4. Open Communication:** You will be honest about your current living situation and any personal or family challenges. This includes keeping your Case Manager informed and notifying them if you need to cancel or reschedule a meeting.
- 5. Mutual Respect and Professionalism:** You and your Case Manager will treat each other with respect, be on time for meetings, and come prepared. SSHA staff will maintain professional boundaries at all times.
- 6. Confidentiality:** Your personal information will be kept confidential and only shared with SSHA staff unless you provide written consent or if legally required. Exceptions include situations where there is potential harm to you or your children.

We are committed to supporting you on your path toward stable, long-term housing.

Signatures

Tenant Signature

Date

Tenant Signature

Date

Case Manager Signature

Date

Young Adult Services' (YAS)

Housing & Participation Agreement

YMCA of Greater Seattle- Social Impact Center

This Housing & Participation Agreement is official as of _____ 20____ (Date) between The YMCA of Greater Seattle- Social Impact Center, a Washington nonprofit social services provider, and (Participant) after reviewing and agreeing to the terms and conditions. The Participant will live in YMCA Unit No. _____ located at _____ in King County, Washington.

- 1) **Purpose:** Participant and the YMCA understand that they are making a mutual agreement regarding the Participant's participation in the YMCA's Young Adult Services (YAS). YAS assists young adults in learning how to live on their own by focusing on education, employment, housing readiness, and life skills. YAS believes in "responsible freedom". This means that while participating in YAS programming and living in a YMCA residential program, the Participant will have the opportunity to make their own decisions without too many rules or restrictions. With this freedom comes the responsibility of accountability for behaviors that impact the community or put other community members at risk of harm.

The Participant now agrees that, while participating in YAS and residing at a YMCA premise, Participant must behave responsibly and show consideration to all community members, including staff, to ensure a pleasant and productive environment where everyone is safe and can thrive.

2) **Term:**

- a. Participant can live at a YMCA housing program for a set period, starting on _____ and ending on _____. Every YMCA residential program has a set length of time a participant can live on the premises.
 - i. Depending on the program, an extension may be granted to support a holistic transition into a new housing opportunity.
 1. The program's funder determines all extensions.
- b. The YMCA can terminate the program agreement anytime if a rule within the Housing & Participation Agreement is broken. Both parties (YMCA, Participant) have the right to terminate this agreement with written notice to the other party. The Participant can live onsite for the length of their enrollment while the Participant is actively participating and engaged in completing their goals. The agreement between the YMCA and the Participant will be honored unless one of the following situations happens:
 - i. The YMCA determines the participant is no longer successfully participating in the program.
 - ii. The YMCA determines that the Participant has broken rules or made decisions that impact the safety or well-being of other community members.
 - iii. The Participant decides to leave the YAS housing program. This includes any extended time away from the program without notifying and receiving permission from the site's Program Director.
 1. Participants should notify their site's Program Director if they will be away from the housing program site for two (2) days or more.
 - iv. The building or a portion of the building is damaged by fire, flood, or any other cause impacting the integrity of the building and the safety of the community.

- c. The Participant acknowledges and agrees they will be removed from the program if any rules within the Housing & Participation Agreement are broken, including a lack of participation with YAS services.
 - i. At minimum, there should be at least a ten (10) day written notice of termination from the terminating party.
 - ii. Participants found participating in behaviors and/ or actions that jeopardize the safety of staff and/ or participants will be given a twenty-four (24) hour termination notice.
- d. The Participant agrees that the following may happen if they fail to perform the responsibilities in 2(b) and 2 (c) above. This includes all equitable legal remedies that the YMCA may be entitled to.
The YMCA has the right (but not obligation) to use discretion to:
 - i. Change the locks to the building and deny the Participant access.
 - ii. Remove the Participant's property from the site at the Participant's cost and risk, store it, or deliver the belongings to the Participant's emergency contact person, as decided by the Participant below.
 - iii. After thirty (30) days of exiting the program, all belongings left behind by the participant will be thrown out.

3) **Utility Services:** The YMCA will pay for all reasonable building utilities during the Participant's stay. This includes water, sewer, garbage, electricity, and natural gas. YMCA may provide internet services to the premises. However, the YMCA has the right to terminate internet services or other similar services provided at any time. The YMCA is responsible for arranging and canceling all utilities and other onsite services. Participants do not have the authority to purchase any utilities or services at the premises without written permission from the site's Program Director.

4) **Participant Fees:** Participation Fee: Depending on the YAS program, the Participant may be required to pay a fee to participate in the service and/or reside at a YMCA housing program. Acceptable forms of payment are personal checks, cashier's checks, or money orders. Housing programs will only accept money orders in the amount of \$ (varies; see Subsidy Agreement) per month. All forms of payment must be available for the YMCA to cash no later than the first (1st) day of each month. All payments should be made out to the YMCA of Greater Seattle.

- a. If a personal check is returned from the bank for any reason, the participant must use a money order payable to the YMCA of Greater Seattle for all future payments. The YMCA will not redeposit a returned check.
- b. All Participants living at a YMCA housing site must notify YMCA staff within ten (10) days of any change in income. The participant fee will be adjusted based on the new income. Facility-based housing participants are contractually expected to pay 30% of their monthly gross income as a participation fee.

5) **Participant's Obligations:** In addition to the participant's responsibilities in Exhibit A, the Participant must follow the requirements below.

- a. Participants do not have the authority to duplicate any keys to the premises or allow any other person to duplicate YMCA-owned keys.
- b. Participants must agree to allow YMCA staff and YMCA-approved professionals in their unit for planned and unplanned maintenance, inspections, or safety checks. The YMCA may need to enter a unit without prior consent.
- c. Participants must lock exterior doors and close windows when their room is unused.
- d. Participants must follow all Participant Obligations, Rules, and Guest Policies issued by the YMCA, which are attached in Exhibit A.
- e. YMCA may change the Participant Obligations, Rules, and Guest Policy (Exhibit A) at any time. YMCA staff are responsible for informing Participants of any changes. The participant acknowledges and agrees that all YAS rules, policies, and procedures apply to the Participant.
- f. If any disagreements arise between the Participant and any other person concerning the Participant's activities onsite, in the building, or somewhere else, the Participant must make their best effort to resolve the dispute as soon as possible in a peaceful manner.

- g. Participants must immediately notify YMCA staff if anything in the building is broken or needs repair, including but not limited to leaking toilets, broken pipes, electrical concerns, faucets, windows, broken appliances, and any other safety hazard.
 - h. Participants agree to provide all needed information to YMCA, including documentation of all income sources at intake and during their program recertification period.
- 6) **Miscellaneous Provisions:** The failure to consistently enforce the terms of this agreement does not remove the YMCA's right to enforce all rules strictly. All the attached Exhibits are a part of this agreement.

YMCA OF GREATER SEATTLE

YMCA YAS Representative:

Participant:

Printed Name:

Printed Name:

Signature:

Signature: Date

Signed:

Date Signed:

YMCA Notice Address: 2100 24th Ave S, Suite 250, Seattle, Washington 98144

Participant's Emergency Contacts:

- 1.)
- 2.)
- 3.)

List of Exhibits:

Exhibit A: Participant Obligations, Rules, and Guest Policy

Exhibit B: Housing Subsidy Agreement

Exhibit C: Rapid Rehousing Program Agreement and Expectations

**Former Drug Court residents, please see "DrgCrt Housing Subsidy Agreement"*

EXHIBIT A

PARTICIPANT'S OBLIGATIONS, RULES, and GUEST POLICY

- 1) Must attend a monthly community Resident Meeting.
- 2) Must meet with an assigned YMCA Case Manager in-person at least once a month, and participate in a weekly check-in via phone, text, or in-person.
- 3) Must actively work on their unique goals with their assigned YMCA Case Manager. Goals include employment, education, housing, wellness, and other related life skills.

- 4) Verbal threats, physical threats, harassment, and illegal activities will NOT be tolerated. *Please see the Transitional Housing Warning Protocol policies and procedures.
- 5) Participants will treat all community members, including staff and other participants, with dignity and respect.
- 6) Sexual activity is NOT allowed anywhere on YMCA property or public spaces.
- 7) Alcohol, illegal substances, or weapons are NOT allowed on YMCA property and will be confiscated immediately.
- 8) Animals or pets are not allowed on YMCA property except for service animals allowed by the YMCA in writing. Participants must sign a Pet Addendum and comply with all YMCA Pet Rules & Regulations.
- 9) Fireworks, candles, incense, or any other open flame are NOT allowed inside the Participant's unit or on YMCA's property.
- 10) NO smoking inside the building.
- 11) Smokers must smoke in designated smoking areas at least twenty-five (25) feet away from any building entry point. Cigarette butts must be thrown out in a safe manner that does not cause fire or litter to the property.
- 12) Blinds, awnings, lighting, aerial systems, wires/ropes, antennas, shades, and curtains are NOT allowed to be installed inside, outside, or anywhere else on YMCA property.
- 13) NO personal furniture belonging to the Participant is allowed, including beds, dressers, nightstands, and chairs. The YMCA provides and owns all the furniture.
- 14) Instruments, radios, television sets, music amplification or sound systems, etc., must be played at a reasonable volume that cannot be heard outside of the building.
- 15) Signs, placards, or posters should NOT be posted outside of the Participant's room without written permission from the YMCA.
- 16) Pornographic material is NOT allowed to be viewed or stored in common areas.
- 17) Do NOT dispose of garbage, food waste, clothing, female hygiene products, coffee grounds, etc. in toilets, sinks, or tubs. Toilets, sinks, and tubs should ONLY be used for their intended purpose.
- 18) Refrigerators and space heaters are NOT allowed unless supplied by the YMCA.
- 19) Provided laundry equipment should ONLY be used to wash and dry typical personal and household items belonging to a YMCA Housing Participant.
- 20) Automobiles, trailers, boats, motorcycles, or campers are NOT allowed to be stored or repaired on YMCA property without written permission of the YMCA. ALL inoperative vehicles, vehicles blocking access, or vehicles without current license will be towed at the Participant's (or vehicle owner's) expense without prior notice.
- 21) The YMCA is NOT responsible for any Participant's belongings. Participants are encouraged to purchase rental insurance for their property while living in a YMCA building.
- 22) Participant authorizes the YMCA to immediately treat any area of the building, including Participant rooms, to ensure control of any potential pest infestations.
- 23) Participants are NOT allowed to barbecue or cook with an open flame on YMCA property.
- 24) Personal space and common areas must be cleaned regularly to meet all laws and health requirements.
- 25) Destroying, damaging, or removing any part of the YMCA property is NOT allowed. This includes security cameras and other YMCA-owned equipment.
- 26) Alterations, additions, remodeling, painting, or changes in or around the building are NOT allowed, including changing or adding additional door locks.
- 27) Guest Policy: Participant must comply with the YAS "Guest Policy," which states that NO guests are permitted into a YMCA facility-based housing site. Guests include family, friends, and past Participants. Case Managers will be allowed onsite during standard business hours with identification and prior approval from the site's Program Director.
- 28) Room Policy:
 - a. Participants will not enter or allow another YAS participant to enter their room anytime for any reason.
 - b. ALL garbage and other waste must be thrown out regularly.
 - c. Personal belongings, including bicycles, boxes, shoes, or other personal items should ONLY be stored in the owner's room.
 - d. Participant will pay for all damage caused by themselves or their guest.

- e. Service animals should only be in their assigned room.
- f. Other resident rooms and staff areas are off-limits to Participants.
- g. Rooms must be kept clean and tidy at all times.
- h. Participant must lower the noise level immediately upon receiving any complaint from neighbors or others between 10 p.m. and 7 a.m.

EXHIBIT B TRANSITIONAL HOUSING SUBSIDY AGREEMENT

YMCA Young Adult Services-Transitional Housing Program

This Transitional Housing Subsidy Agreement is official as of _____ 20 ____ (Date) between The YMCA of Greater Seattle- Social Impact Center and _____ (Participant) regarding the YMCA's provided Transitional Housing benefits the Participant.

Your program is located at _____ in the city of _____, King County, Washington. The YMCA's mission is to build a community where all people, especially the young, are encouraged to develop to their fullest potential in spirit, mind, and body. The YMCA recognizes that the market rent rate may be unaffordable for the young people the YMCA aims to serve. Therefore, the YMCA, through its Young Adult Services ("YAS") program, will provide Participant with a housing subsidy beginning on _____, 20 ____ and will terminate on _____, 20 ____.

This subsidy is provided under the following conditions:

- 1) Participant is consistently in good standing with the YAS program expectations, including actively working with their YMCA Case Manager on personal goals in employment, education, life skills, and permanent housing.
- 2) The Participant remains living at their housing program and notifies staff of any time away greater than two days.
- 3) Staff continues to determine that this housing arrangement is a positive and safe environment for the Participant and other community members.
- 4) Participant successfully pays the Participant's portion of the housing fee (30% of Fair Market Rate) on the first (1st) of each month.
- 5) Participant successfully follows the terms of Participant's YMCA Housing & Participation Agreement dated _____, 20 ____.

YMCA OF GREATER SEATTLE

YMCA YAS Representative:

Printed Name:

Signature:

Signed:

Participant:

Printed Name:

Signature: _____ Date

Date Signed:

YMCA Notice Address: 2100 24th Ave S, Suite 250, Seattle, Washington 98144

Transitional Housing Bridge to Rapid Rehousing Program Agreement & Expectations

Your apartment is located at _____ in the city of _____

This subsidy is provided under the following conditions:

- 1) Case Management: I agree to meet with my Case Manager at least once a month or more frequently, depending on my needs. As my independent living skills increase and my need for intensive services diminishes, case management meetings may reduce in frequency.
- 2) Appointments: I agree to attend all scheduled appointments with my Case Manager and any necessary appointments with other providers. I will call to cancel and reschedule any scheduled appointment at least 24-hours in advance.
- 3) Assessment: I agree to complete a Housing Stability Plan and Rent Calculation Assessment upon entrance into the program and whenever deemed necessary by myself or my Case Manager.
- 4) Goals: I agree to take an active role in setting goals and collaborating with my Case Manager to address issues identified by me or through my assessment. My Case Manager and I create a Housing Stability Plan together to track the progress of my individual goals.
- 5) Life Skills: I will work with staff to develop additional skills that will help me live independently. These may include budgeting, obtaining/maintaining employment, and obtaining public assistance.
- 6) Apartment Maintenance: I am responsible for maintaining the safety and cleanliness of my apartment. My Case Manager is available to help me learn how to do this and to negotiate repairs with my landlord/superintendent when necessary. I agree to comply with all requests for cleaning and repairing damage in my apartment caused by me or my guests.
- 7) Training: I understand that I can participate in training related to rental responsibilities, budgeting, and/or other topics that are necessary to assist me in maintaining permanent housing.
- 8) Housing: I agree to work with my Case Manager on any issues that could jeopardize my housing (including conflict with neighbors, trouble paying rent, problems in my unit, etc.)
- 9) Rent: I agree to make every effort to pay my portion of rent in full by the first of the calendar day of each month and to notify my Case Manager if I cannot fulfill my portion for any reason.

- 10) Income: I understand that I will be responsible for the full amount of rent at the end of this program, and it is my responsibility to ensure I can pay for my own rent. If my income changes, I can work with my Case Manager to revise the rental subsidy or request an extension before the rent is due.
- 11) Documentation: I agree to maintain a complete, updated file of all income sources to provide to my Case Manager upon request for the Rent Subsidy calculation. I understand that my Case Manager will need to verify my income, and I may be asked to sign a release of information so my Case Manager can contact my employer.
- 12) Lease: I agree not to participate in any illegal activity in my apartment or on the property and to adhere to all the terms and conditions of my lease agreement.
- 13) Guests: I agree to comply with my landlord's requirements regarding overnight guests. I understand and agree that no guest can spend more than 14 days at my residence within a consecutive 60-day period. I agree to provide documentation proving that my guest maintains permanent residency elsewhere. I also understand I am responsible for all the actions of my guests.
- 14) Update: I am responsible for always maintaining a reliable contact method at all times. This may include a home phone number, cell phone, voicemail, email, etc.
- 15) Client Confidentiality: All records maintained by The YMCA of Greater Seattle remain the sole property of the agency and are held strictly confidential. Any release of information from these records will only be done with a resident's written consent. I understand that I may request a review of the case file at any time by appointment with my Case Manager. I understand that staff will not disclose any information in my case file to other parties unless:
 - a. Information concerns certain crimes or a resident is acting in a life-endangering manner towards themselves or others.
 - b. Case Manager receives a court subpoena.
 - c. Case Manager has reasonable cause to suspect child abuse or neglect under mandated reporting laws.
- 16) Written consent is given.

I acknowledge that I have read the above and agree to the conditions of the agreement. I also understand that failure to adhere to the conditions listed above could result in termination from the Rapid Rehousing Program, including the loss of my subsidy.

YMCA OF GREATER SEATTLE

YMCA YAS Representative:

Printed Name:

Signature:

Signed:

Participant:

Printed Name:

Signature: Date

Date Signed:

YMCA Notice Address: 2100 24th Ave S, Suite 250, Seattle, Washington 98144



Participant Agreement

This is a list of responsibilities that you agree to meet as a participant in the Seattle/King County Rapid Rehousing for Young Adults Program.

- _____ **Case management:** I agree to meet with my case manager at a minimum of once a month, or more frequently based on my needs. As my independent living skills increase and my need for intensive services diminish, case management meetings may reduce in frequency.
- _____ **Assessment:** I agree to complete a comprehensive assessment upon entrance to the program with updated evaluations to be performed as deemed necessary by me or program staff.
- _____ **Goals:** I agree to take an active role in setting goals and collaborating with my case manager to address issues identified by me or in my evaluations. A Housing Stability Plan will be created to track progress of my individual goals.
- _____ **Life Skills:** I will work with staff to develop additional skills that will enable me to live independently. These may be, but are not limited to: budgeting, obtaining/maintaining employment, obtaining Public Assistance, etc. Although limited assistance may be available, I am ultimately responsible for meeting my family's needs for food, clothing, transportation, etc. Staff can provide me with referrals to community resources if necessary.
- _____ **Apartment Maintenance:** Like every other tenant with their own apartment, I am responsible for maintaining the safety and cleanliness of my apartment. Rapid Rehousing for Young Adult staff will help me learn to do this and to negotiate repairs with my superintendent when necessary. I agree to comply with all requests for cleaning and repairing of damages in my apartment that have been caused by me or my guests.
- _____ **Trainings:** I understand that I have the option to participate in trainings related to: rental responsibilities, budgeting and/or other topics that are necessary to assist me in maintaining permanent housing.
- _____ **Housing:** I agree to work with my case manager on any issues that could jeopardize my housing (including conflict with neighbors, trouble paying rent, problems in my units, etc.).
- _____ **Rent:** I agree to make every effort to pay my portion of rent in full by the first calendar day of each month.



_____ **Income:** I understand that I will be responsible for the full rent amount at the end of this program and it is my responsibility to ensure I can pay for my own rent.

_____ **Documentation:** I agree to maintain a complete, updated file of all sources of income to be provided to my case manager upon request for the purpose of subsidy calculation. I agree to sign releases of information to allow my case manager to contact all persons necessary to verify my sources of income.

_____ **Appointments:** I agree to attend all scheduled appointments with my case manager and any necessary appointments with other providers. I will call and cancel ahead of time if I am unable to make a scheduled appointment for any reason.

_____ **Lease:** I agree not to participate in any illegal activities in my apartment or on the property and to adhere to all the terms and conditions of my Lease Agreement.

_____ **Guests:** I agree to be in compliance with my landlord requirements regarding overnight guests. I understand and agree that no guest can spend more than 14 days at my residence within a consecutive 60 day period. I agree to provide documentation proving that my guests maintain permanent residency elsewhere. I also understand that I am responsible for all actions of my guests.

_____ **Update:** It is my responsibility to maintain a reliable contact method at all times. This may include a home phone, cell phone, voicemail, e-mail, etc.

_____ **Client Confidentiality:** All records are maintained by [Agency] remain sole property of the agency and are held strictly confidential. Any release of information from these records will only be done with a resident's written consent. I understand that I may request a review of the case file at any time by appointment with my case manager. I understand that staff will not disclose any information in my case file to other parties unless:

- Written consent is given
- Information concerns certain crimes or a resident is acting in a life-endangering manner toward himself or others
- Case manager receives a court subpoena
- Case manager has reasonable cause to suspect child abuse or neglect under mandated reporting laws.

_____ **Attachment to the Agreement:**

- Copy of Agency Grievance Policy
- Client Rights



I acknowledge that I have read the above, and agree to the conditions set forth within. I also understand that failure to adhere to the conditions listed above could result in termination from the Rapid Rehousing for Young Adults program, including the loss of my subsidy.

Client Signature Date

Case Manager Signature Date

Client Signature Date

East African Community Services
South King County Transitional Housing Program
PARTICIPANT SUPPORTIVE SERVICE AGREEMENT

PROGRAM OVERVIEW

East African Community Services (EACS) provides transitional housing and supportive services to eligible households under the KCRHA FY2026 Continuum of Care (CoC) Bonus New Project grant. This Supportive Service Agreement establishes the rights, responsibilities, and service commitments of both EACS and the program participant during the transitional housing period.

PARTICIPANT INFORMATION

Participant Name: _____	Date of Birth: _____
Household Members: _____	Program Start Date: _____
Unit Address: _____	Case Manager: _____

SUPPORTIVE SERVICES EACS WILL PROVIDE

EACS commits to providing the following services to the participant during the program period:

- 1. Case Management:** Weekly individual case management meetings (minimum 60 minutes/week) with a bilingual Housing Case Manager.
- 2. Service Planning:** Co-development of an individualized service plan within 30 days of program entry, reviewed and updated monthly.
- 3. Benefits Enrollment:** Assistance enrolling in all eligible mainstream benefits (SNAP, TANF, Medicaid, childcare assistance) within 60 days of intake.
- 4. Employment Support:** Connection to employment training, job placement referrals, and financial literacy programming through WorkSource South King County and EACS FinWISE Fellows.
- 5. Behavioral Health Referral:** Warm handoff to licensed behavioral health services through Samira Omar, LICSW, within 10 business days of identified need.
- 6. Housing Search Assistance:** Active housing search support beginning no later than 90 days before anticipated program exit, including landlord coordination and KCHA Move-On voucher navigation.
- 7. Transportation Assistance:** Support accessing appointments, employment, and services via bus passes or mileage reimbursement as needed.
- 8. Cultural and Language Access:** All services delivered in the participant's primary language (Somali, Amharic, Tigrinya, or Oromo) by bilingual staff. No interpreter lines.

PARTICIPANT RESPONSIBILITIES

As a condition of program participation, the participant agrees to:

- 1. Engagement:** Participate in at least 20 hours per week of structured activities including employment, training, education, ESL, or volunteer activities.
- 2. Case Management:** Attend all scheduled weekly case management meetings or provide advance notice of cancellation.
- 3. Service Plan:** Actively work toward goals established in the individualized service plan.
- 4. Residency:** Reside in the EACS-leased program unit as the primary residence throughout the program period.

5. Communication: Notify EACS case manager of any changes in household composition, income, or circumstances within 5 business days.

6. Program Rules: Comply with the occupancy agreement and EACS program policies.

PROGRAM DURATION

The program period is a maximum of 24 months from the program start date listed above. Exit planning begins at program entry. No participant will be exited without a confirmed permanent housing destination.

RIGHTS OF PARTICIPANTS

Consistent with 24 CFR 5.2005(b)(1), assistance will not be denied on the basis of domestic violence, dating violence, sexual assault, or stalking history.

Participant records are maintained with strict confidentiality per HIPAA and Washington state law. No information will be shared without written informed consent in the participant's primary language.

No program requirement will conflict with Islamic religious practice or East African cultural norms around gender, modesty, or family privacy.

Participants may provide feedback at any time through their case manager or directly to the Program Manager.

SIGNATURES

By signing below, both parties agree to the terms of this Supportive Service Agreement.

Participant Signature _____ Print Name: _____ Date: _____	EACS Program Representative _____ Print Name: _____ Date: _____
Authorized EACS Representative (Executive Director or Designee) _____ Print Name: _____ Date: _____	

Supportive Housing Agreement

This Agreement, dated _____, is between Valley Cities (VC), and _____, referred to in this document either as “you,” “I,” or “tenant.” This Agreement is in addition to and supersedes the rules and conditions of the Residential Lease Agreement (“Lease”) you are entering into on this same day. If there is any inconsistency between your Lease and this Agreement, the provisions of this Agreement will control.

Case Management Services

The following guidelines describe the structure and participation requirements for VC supportive housing. By signing this Agreement and the attached Lease, all members of your household are committing to cooperate with all of the following rules and conditions for the duration of your residence.

1. COOPERATION WITH CASE MANAGEMENT.

- A. I agree to have an introductory meeting with a Valley Cities Housing Case Manager, to assess my current situation and needs. If I receive case management services from another agency, I agree to sign releases of information between Valley Cities staff and my other service providers, and to keep the releases current.
- B. **Role of the Case Manager.** I understand that the Case Manager is responsible for helping me to maintain a safe, stable, long-term living situation. It is the Case Manager’s job to help me make choices that guide me toward self-sufficiency.
- C. **Case Management Meetings.** I will attend scheduled meetings with my Case Manager to assess my progress with my Treatment Plan and all other requirements of the program. I will arrive on time and dress appropriately to meetings scheduled with my Case Manager and stay for the duration of the meeting planned.
 - a. **Rescheduling or Cancellation.** I will let my case manager know before a scheduled meeting time if I need to be excused because of work, school, or another critical situation. It is my responsibility to make actual contact with my Case Manager, either by phone or in person, until a new meeting has been scheduled. The new meeting must occur within 5 working days from the original meeting date.
- D. **Unit Inspections.** I understand that there will be weekly inspections of my apartment for the first 30 days of my tenancy, and quarterly or every 90 days thereafter. I will be given 2 days written notice of the pending inspection. Additionally, VC Case Manager may enter my unit without notice if they believe there is a health or safety emergency.
- E. **House Meetings:** All residents of Valley Cities are required to attend the scheduled house meeting. Failure to attend will result in a 10-day notice.

2. SUPPORTIVE HOUSING STABILITY PLAN.

I will work with my case manager to develop a Housing Stability Plan (HSP). The (HSP) will include collaboratively identifying short- and long-term life goals, and agreement on a course of action toward those goals. Additionally, the following are expectations for cooperation with Valley Cities Supportive Services:

- A. **Service Plan and Goals.** I agree to actively work toward achieving the goals of my (HSP) by developing measurable objectives, identifying resources needed and establishing target dates.
- B. **Personal Records.** Upon request, I will provide the following documentation to my Case Manager: verification of participation in employment, education, or other structured activities, Income Verification, Permanent Housing Contacts, an updated budget, or confirmation of involvement in treatment services.
- C. **Financial Management.** If it is recommended, I will agree to complete a budget with my Case Manager and update it as my income changes. With support from the Case Manager, I will learn to live within my budget.

- D. **Service Coordination.** In addition to signing releases of information, I agree to cooperate with coordination of services between my Case Manager and other providers, including health care or treatment service providers, public benefit agencies, school staff, culturally competent service providers.

Statement of Understanding

I agree to the above conditions of this Agreement and understand that a violation of any of these non-negotiable conditions by either me or my guests, family members or visitors will constitute a violation of the Lease.

I HAVE READ THE SUPPORTIVE HOUSING AGREEMENT, I UNDERSTAND THE CONDITIONS, AND I AGREE TO ABIDE BY THESE RULES AND CONDITIONS FOR THE LENGTH OF MY TENANCY.

This Lease Addendum is incorporated into the Lease Agreement executed between Owner and Tenant effective:

_____.

Resident Signature: _____ Printed Name: _____ Date: _____

Housing Manager: _____ Printed Name: _____ Date: _____



Agreement for PHG 7th and Cherry (Plymouth on First Hill) and Coming Home, Williams
King County Shelter Plus Care Program - TRA, and King County Consolidated Scattered Site Supportive Housing

1. I agree to remain in supportive services with Plymouth Housing for the entire duration of my participation in the **XYZ** Program. Appropriate supportive services are determined together by Plymouth Housing staff and the program participant. Supportive services are documented in the individualized services plan. In all cases, this will involve my being connected with a case manager on an ongoing basis.
2. I agree that I may be required to participate in supportive services that are not disability-related services as a condition of continued participation in the program.
3. I agree that Plymouth Housing staff may provide assistance with coordinating transportation, service referrals for food, healthcare, behavioral healthcare, substance use, legal, financial, volunteer opportunities, support groups, language fluency groups and classes, other housing opportunities, and other community connections.
4. I agree that Plymouth Housing staff may conduct systematic annual benefit renewal follow-ups on my behalf.
5. I agree that Plymouth Housing staff may conduct health-insurance outreach and enrollment support on my behalf.

I understand that failure or refusal to comply with the above program requirements can result in my termination from the **XYZ** program. I understand that by signing this document, I agree to all the items above. I am giving my permission to share any necessary information to show I meet these program requirements.

Participant Signature

Date

Plymouth Housing Representative Signature

Date

NEIGHBORHOOD HOUSE

Rapid Rehousing Program — Client Service Agreement

This agreement outlines the expectations, responsibilities, and supports available to households enrolled in the Neighborhood House Rapid Rehousing (RRH) Program.

Program Overview

Neighborhood House Rapid Rehousing provides time-limited rental assistance paired with housing-focused case management to help households quickly obtain and maintain permanent housing of their own choosing. In Rapid Rehousing, participation in supportive services is voluntary and is not a condition of receiving or continuing rental assistance. Households are encouraged to engage in case management and supportive services to support long-term stability.

Each household is assigned a Housing Advocate who develops an individualized Housing Stability Plan (HSP) and provides housing search assistance, landlord negotiation, move-in support, and ongoing case management. A habitability inspection is completed before move-in to confirm the unit meets housing quality standards, and Housing Advocates check in periodically after move-in to support lease compliance and address emerging issues. Supports are individualized to the household's needs, including childcare, income, credit, documentation, and education/employment barriers.

Services Include:

Housing Search & Landlord Engagement: unit search, landlord outreach and negotiation, move-in coordination, mediation. **Rental Assistance:** time-limited help with deposit, move-in costs, and a portion of monthly rent calculated to household income. **Employment:** resumes, job search, interview prep, job leads. **Education & Training:** vocational training, advising and certificates, ESOL/GED. **Public Benefits:** health insurance, SNAP, childcare subsidies, utility discounts, Medicaid case management. **Financial Literacy:** cashflow budgeting, credit, savings plans, banking support and financial coaching with American Financial Solutions. **Life Skills:** health, wellbeing, and mindfulness workshops with our team of nurses. **Mental & Behavioral Health:** referrals for therapy, crisis support, and SUD treatment (Consejo Counseling, Health Point, Sound Behavioral Health, Valley Cities Behavioral Health), plus NH-facilitated support groups for anxiety and depression.

Housing Stability Plan (HSP)

Every household's HSP, developed with their Housing Advocate, is organized around three goal areas — Health & Wellness, Housing Stability, and Employment & Income — and documents, for each goal: the services to be provided; when and how often; who provides them; and the household's goal, strategy, and target date for achievement. Advocates review the HSP with each household at least monthly.

Rental Assistance Terms

Rental assistance is time-limited and is intended to bridge the household to full self-sufficiency. The amount of assistance is reassessed periodically based on household income and is designed to decrease over time as income increases. Households must report changes in income or household composition promptly, as these directly affect the assistance calculation. Continued rental assistance requires timely reporting and cooperation with periodic income recertification.

Client Expectations

Clients/households agree to:

1. Comply with the terms of their own lease, including rent, utilities, and property rules.
2. Report changes in income, employment, or household composition promptly, as these affect the rental assistance calculation.
3. Meet with their Housing Advocate at agreed intervals to support housing stability.
4. Work with their Housing Advocate to develop and, where desired, follow an individualized Housing Stability Plan.
5. Communicate proactively with staff about barriers to housing stability.

Client Rights

All clients have the right to dignity and respect; services free of discrimination; confidentiality to the extent permitted by law; participation in developing their HSP; and reasonable accommodation and language access. Households retain full rights as tenants under their own lease, independent of program participation.

Program Duration

Rapid rehousing assistance is time-limited and tied to the household's progress toward self-sufficiency. Continued assistance depends on income recertification, lease compliance, and available funding. Assistance ends when the household reaches self-sufficiency, exhausts program limits, or exits the program; households retain their lease and housing regardless of program participation.

Agreement & Signatures

By signing below, I acknowledge that I have read and understand this Agreement, including that rental assistance is time-limited.

Client Name (Printed)

_____ Date: _____

Client Signature

_____ Date: _____

Housing Advocate Signature

_____ Date: _____

Program Manager Signature

_____ Date: _____



CoC Supportive Service Agreement

Purpose:

Compass Housing Alliance provides supportive housing to help residents build long-term stability. Residents are required to participate in supportive services including but not limited to case management to remain eligible for housing in a CoC funded unit.

CoC Program Components Include:

- Case Management: Staff will help identify goals, plan ways to remove barriers, and provide ongoing support and assistance.
- Support Services: Mental health and addictions counseling, along with other services offered through our partners, may be part of your plan.

The success of our housing community depends on cooperation among residents and between residents and staff.

Terms:

As a participant in the Compass program, residents agree to:

- Make progress toward stability, safety, structure, and support.
- Adhere to the signed lease and the signed rights and responsibilities.

Supportive Services Offered:

1. Case Management

Residents agree to:

- A. Complete an initial case management plan/housing stability plan.
- B. Meet regularly with a case manager for goal setting, problem solving, decision making, information, and referrals.
- C. making, information, and referrals.
- D. Work toward planned goals through meetings and discussions with a case manager.
- E. Participate in other support services (employment, education, health, etc.).

2. Utilize Support Services

- All services are designed to work alongside you to reach your goals.
- We will collaborate with you and provide advocacy.
- Living successfully means following the lease and site expectations.
- We recognize challenges may arise, and we are here to help resolve issues and support ongoing housing stability.

Agreement

Signing below indicates that you understand supportive services are part of our community.

Tenant Signature: _____ Date: _____

Staff Signature: _____ Date: _____

Revision History:

Policy Version	Effective Date	Approved Date	Revision Date	Authorized Personnel	Summary of Change(s)
V.1	1/1/26	12/4/25	N/A	T. Ellison	Original

JourneyHome Rapid Re-Housing Program Service Agreement

Description

Solid Ground's JourneyHome Rapid Re-Housing (JHRRH) Program serves families throughout King County who are experiencing homelessness to find and maintain housing. Your family will work with a JHRRH Case Manager who will partner with you for housing search, advocate for you when needed with landlords/property managers to get approved for housing and will help support your family to successfully stay housed. JHRRH can offer funding for housing applications & deposits, move-in costs, and short-term rental assistance for families who are eligible, enrolled and actively participating in case management. JHRRH case management is tailored to your family's unique situation and your case manager will be working with you to develop self-identified goals, connecting your family to resources & referrals to be able to increase your income while helping to support your family towards self-sufficiency so that you can pay rent on your own as quickly as possible and stabilize in long term housing.

Expectations

As a participant in the JHRRH program, I understand and agree to the following program expectations:

Financial Assistance

- **I understand that JHRRH's rental assistance is short-term** and depends on my ongoing participation in case management. Program funds are limited, not guaranteed, and must follow the rules set by program funders.
- **I understand Rental assistance is based on my income.** JHRRH will pay my move-in costs and first month's rent. Then, my household **will pay** at least:
 - 30% of my household income** toward the 2nd month of rent and utilities
 - 40% of my household income** toward the 3rd month of rent and utilities
 - 50% of my household income** toward the 4th month of rent and utilities
 - 60% of my household income** toward the 5th month of rent and utilities
- **I understand my JHRRH Case Manager will need to reassess my household for eligibility every 90 days** before and after I move into housing.
- **I agree to take steps to obtain employment and/or increase my household income** to be able to pay 100% of rent costs without assistance as quickly as possible.
- **My JHRRH Case Manager will discuss what my portion of the rent will be each month with me and I agree that I will pay my required rental portion on time or discuss with my Case Manager as soon as possible if I am not able to pay my portion.**

Initial: _____ Date: _____

Lease

- **I agree to NOT sign a lease** until my JHRRH case manager notifies me that the unit has been inspected and approved. Rental assistance can only be offered if a unit passes a safety inspection by JHRRH's inspector (or a Housing Authority inspector for Housing Choice Voucher move ins) and is priced below the King County fair market rent standards (FMR).
- **I understand my lease is a legally binding contract** between me and my landlord.
- **Once I sign a lease, I am required by law to follow the lease terms and pay rent / my rent portion** on time, every month, in full until the end of the lease.
- **I understand if I do not follow my lease terms, or pay my required rent portion, I could be at risk for eviction** and losing my housing.
- **I agree to tell my Case Manager as soon as there are any problems with paying my portion of rent** on time and before late fees start.
- **I understand that JHRRH is a relatively short term program and when JHRRH's rental assistance ends, it is my responsibility to pay 100% of my rent and utilities.**

Initial: _____ Date: _____

Case Management

- **I agree to meet with my JHRRH Case manager by phone or e-mail weekly** during housing search.
- **I agree to take steps to get into housing** within the first 30 days, including searching for housing and submitting rental applications every week.
- **Once moved in, I agree to meet with my JHRRH Case Manager at least once a month** to review my goals and complete other required paperwork. Meetings can be by phone, virtually, or in-person.
- **I agree to tell my JHRRH Case Manager as soon as I know that I will need to reschedule a meeting.**
- **I agree to work with my JHRRH Case Manager to create a Housing Stability Goal Plan.** I agree to update my Housing Stability Goal Plan monthly with my Case Manager until I exit the program.
- **I agree to send my recent household income to my Case Manager when notified every 90 days/3 months, no later than the 15th of that month.** My Case Manager will use this amount to calculate what amount JHRRH will pay and what amount I will need to pay towards my rent each month. Within 3 business days, my Case Manager will tell me what portion of rent I will be responsible for paying each month.
- **I agree to let my JHRRH case manager know as soon as possible if my income decreases** so my rent portion can be adjusted.
- **I agree to maintain appropriate communication with my JHRRH Case Manager and others (ex. JHRRH management, property manager/landlord etc.) by respecting each other's physical and verbal boundaries.** JHRRH Case Managers agree to the same.

Initial: _____ Date: _____

Program Policies

- **I understand that JHRRH staff will protect my household's confidential information** and will keep from sharing information with those I have not authorized, except when there is reasonable suspicion of harm to myself or others, any indication of potential child abuse or neglect, and when subpoenaed by the justice system or otherwise required by law.
- **I understand that JHRRH must follow the policies and procedures of our funders:** HUD (Housing and Urban Development), KCRHA (King County Regional Homeless Authority), King County, Commerce/State of Washington and the City of Seattle.
- **I certify that I have received a written copy of the following documents, have reviewed them with my Case Manager, and have a basic understanding of the content:**
 - Solid Ground Grievance Procedures
 - Solid Ground Bill of Rights
 - KCRHA Ombuds Grievance Procedure
 - JHRRH Enrollment & Exit Guidelines
 - Habitability Inspections Procedure
 - Landlord Tenant Rights

Initial: _____ Date: _____

JHRRH Termination Policy - Addendum based on 24 CFR 578.91

Re: Termination of assistance to program participants.

Termination of assistance. JourneyHome Rapid Rehousing (JHRRH) may terminate assistance to a program participant/household who violates program requirements (see JHRRH Program Service Agreement). Termination under this section does not bar JHRRH from providing further assistance at a later date to the same individual or family.

Due process. In terminating assistance to a program participant, JHRRH will provide a formal process that recognizes the rights of program participants receiving assistance. This process, at a minimum, must consist of:

1. Providing the program participant with a written copy of the program rules/Program Service Agreement and the termination process before the participant begins to receive assistance (prior to JHRRH program enrollment)
2. Written notice to the program participant containing a clear statement of the reasons for termination
3. A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision.
4. Solid Ground Stabilization Director or JHRRH Program Manager will send a written notice of the final decision to the program participant.

**Provide a copy of this form to participants at Intake*

I understand that if I do not follow these agreements, I could be exited from the JHRRH program and will be fully responsible for my rent.

Initial:_____ Date:_____

Case Manager Read this form to client at intake? Yes__ No__

Participant Signature:_____ **Date:**_____

JHRRH Case Manager Signature:_____ **Date** _____

Updated 7.15.25

SAND POINT FAMILIES PERMANENT SUPPORTIVE HOUSING

RESIDENT SERVICES AGREEMENT

This Agreement, dated _____, is made between Solid Ground (the Service Provider) and _____ (the Resident). It outlines the mandatory outreach of case management services provided during your time in the housing program, including personalized assessments, goal setting, resource coordination, and regular progress check-ins to support your journey towards stable housing and improved well-being.

Our Services Program:

- **Non-Time Limited Housing:** Our support is not confined to a fixed duration, allowing us to assist as long as you need it.
- **Empowering Growth:** We are dedicated to equipping you with the tools and resources that foster lasting independence and long-term success, which includes budgeting, job training, health care, and access to other community resources.
- **Pathways to Non-Subsidized Housing:** Our goal is to guide you toward securing employment and non-subsidized housing, when you are ready, enabling a stable and self-sufficient future.
- **Family Stabilization:** We offer tailored support designed to help stabilize not just your housing situation, but your entire family dynamic.

What You Can Expect from Our Services:

1. **Case Management:** Our team is here to assist you in navigating the often-complicated paperwork required to maintain your housing. Our program requires annual documentation, and we offer support throughout this process, including interpretation services to ensure clarity and ease.
2. **Goal Identification and Development:** Together, we will explore and establish meaningful goals that encompass various aspects of your life. Whether your focus is on housing stability, money management, job readiness, family dynamics, life skills, or personal development, we will tailor our approach to best fit your needs.
3. **Compliance Support:** Should you receive notices from property management concerning lease adherence, we are prepared to assist you in addressing these matters. This might involve a care conference meeting or a wrap-around team meeting intended to pinpoint and resolve any lease violations. Please note that, as Mandated Reporters, our Case Managers must report any concerns regarding at-risk children or adults to the appropriate Child or Adult Protective Services agency.

4. **Education Support:** We maintain strong partnerships with Seattle Public Schools and can assist with school enrollment, attendance, or other issues. If your child has excessive absences or other school-related problems, your Case Manager or Child Advocate will reach out to you to address them.
5. **Safety Planning:** If there are any safety concerns, including those related to domestic violence, we will collaborate to develop a comprehensive safety plan. If necessary, your Case Manager will facilitate a transition to alternative housing that ensures your family's safety and well-being.
6. **Inclusive Community:** Our goal is to cultivate an inclusive and nurturing housing environment. We strive to build a supportive community where every individual feels valued and welcomed. If you feel uncomfortable or excluded, please do not hesitate to inform our services team. We also have a grievance process in place should your concerns not be promptly addressed.
7. **Monthly Community Meetings:** We invite you to participate in our monthly community meetings, where we share vital program updates, address community concerns, and provide essential resources on budgeting, money management, and employment. These meetings are a platform for resident voices, and we encourage your engagement and participation.

By providing these services and support, we are dedicated to supporting you on your journey toward achieving your housing and employment aspirations.

I have read and understand this Resident Services Agreement, and I hereby acknowledge my commitment to adhering to its provisions.

_____ Date: _____
(Resident Signature)

_____ Date: _____
(Resident Signature)

_____ Date: _____
(Staff Signature)

YWCA PSH HOUSING AGREEMENT

- 1. PROGRAM GOALS.** The goal of the YWCA Permanent Supportive Housing Program is to assist you in maintaining your permanent housing, through case management services. In return, you are required to actively pursue your goals as outlined in the YWCA Case Management Contract and meet regularly with your Case Manager.
- 2. AGREEMENT.** Please read this Agreement carefully and ask any questions you may have before signing. This Agreement, when signed by you and a representative of the YWCA, shall govern all of your rights, responsibilities, obligations, and terms and conditions with respect to your participation in the YWCA Permanent Supportive Housing Program.
- 3. OCCUPANCY.** Unless the parties to this Agreement otherwise agree, only you and your children may live in the unit. Any changes in household composition must be approved by the YWCA beforehand, in writing. Any violation of this term may result in the termination of your participation in the Program and will require you to vacate the premises.
- 4. DURATION AND RENEWAL.** Your occupancy of the YWCA unit is incidental to your participation in the YWCA Permanent Supportive Housing Program and the provision of case management services under this Agreement. Your stay in the unit is subject to the terms and conditions of the YWCA Permanent Supportive Housing Program.
- 5. TERMINATION FROM PROGRAM**
 - a. **Participant Termination.** You may voluntarily terminate your participation in the YWCA Permanent Supportive Housing Program by giving the YWCA at least twenty (20) days written notice, in advance.
 - b. **Cause for Termination.** The YWCA may terminate your participation in the Program for a violation of any material terms of this Agreement, the Case Management Contract, or the Rental Agreement.
- 6. CHANGES TO YWCA Permanent Supportive Housing Program HOUSING AGREEMENT.** The YWCA may change the terms of this Agreement at any time after giving you notice, in writing. We expect you to set and meet personal goals while you are a YWCA client and we also recognize that your goals and needs may change over time. For this reason, the YWCA reserves the right to change any terms or conditions in your Case Management Contract, at any time during your participation in the Program. Occupancy of the unit is conditioned on your compliance with your Case Management Contract and Program goals.
- 7. SIGNATURES.** To signify that the parties to this Agreement consent to all the provisions of this Agreement, each party signs below.

IF YOU HAVE ANY QUESTIONS OR DO NOT UNDERSTAND ANY TERMS OF THIS AGREEMENT, YOU SHOULD CONSULT AN ATTORNEY BEFORE SIGNING.

_____ YWCA Representative Printed Name	_____ YWCA Representative Signature	_____ Date
_____ Program Participant Printed Name	_____ Program Participant Signature	_____ Date
_____ Program Participant Printed Name	_____ Program Participant Signature	_____ Date

CASE MANAGEMENT CONTRACT
YWCA Permanent Supportive Housing Program

Case Manager: _____

I, _____, understand that the goal of the YWCA Permanent Supportive Housing Program is to assist families in maintaining permanent housing, and that, as part of this process, I am required to actively pursue my goals as outlined in this Case Management Contract. I understand that in order to remain a Participant in this Program, I must comply with the terms of my Case Management Contract.

I understand that the YWCA staff is obligated by law to report any incidence of suspected child abuse and that any form of violence and/or abuse will not be tolerated or condoned.

In addition to the above, I hereby agree to the following:

(Participant's initials acknowledge agreement)

GENERAL.

- _____ A. I will abide by the signed YWCA Permanent Supportive Housing Program and the documents incorporated therein by reference;
- _____ B. I will notify my Case Manager of any circumstances/events that would prevent me from complying with the terms of this Contract;
- _____ C. I will enroll my children in school and ensure their regular attendance;
- _____ D. I will ensure that my children have appropriate care at all times and that my children will not be left alone or unsupervised by anyone not of suitable age;
- _____ E. I will refrain from any form of violence during my participation in the Program;
- _____ F. I will not participate in any unlawful/illegal activity;
- _____ G. I will neither use nor be under the influence of illegal drugs while participating in the Program;
- _____ H. I will not permit persons not listed as occupants in the YWCA Permanent Supportive Housing Program agreement or lease to have access to the unit without the prior written consent from my YWCA Case Manager.
- _____ I. I will not permit persons not listed as occupants in the YWCA Permanent Supportive Housing Program to occupy the unit;
- _____ J. I will provide my Case Manager with the names of visitors or guests to my unit.
- _____ K. I understand that any and all actions of my guest(s) are my responsibility.
- _____ L. I will provide my Case Manager with the names of any overnight guests to my unit at least 24 hours prior to their first visit and will not permit guests to stay for more than fourteen (14) days, consecutive or not, within a twelve (12) week period;
- _____ M. I will obtain written permission from my Case Manager to be absent from the unit overnight in advance of my absence.
- _____ N. As a participant in the YWCA Permanent Supportive Housing Program, I will agree to periodic inspections of the unit and surrounding areas by YWCA staff. I understand that the YWCA will give me 48-hour notice before entering the unit to make inspections or repairs; 24-hour notice before showing the unit to prospective tenants; and no advance notice to enter in case of emergency;
- _____ O. I will maintain a reasonably clean and orderly home at all times;

CASE MANAGEMENT MEETINGS.

- _____ P. I will meet with my Case Manager within one (1) week of acceptance into the Program and for on-going case management meetings for the duration of my Program participation;
- _____ Q. I will work with my Case Manager to maintain permanent housing.
- _____ R. I will not misrepresent my situation to my Case Manager or to any YWCA representative;
- _____ S. I will be on time for meetings with my Case Manager and in the event that I am unable to attend the scheduled meeting, I will reschedule the meeting, *in advance*. I understand that it is my responsibility to contact my Case Manager until the meeting has been rescheduled.
- _____ T. I, and all adult members of my household, will attend the case management meetings;
- _____ U. I will commit to scheduling one (1) hour for all meetings with my Case Manager, unless prior arrangements are made;

PROGRAM GOALS.

- _____ V. I will work to gain self-sufficiency and personal growth;

TRANSITIONAL RESOURCES
Avalon Place Supported Housing Program
Tenant Participation Agreement
Lease Attachment #1

1. I agree to work with the Avalon Place Housing Case Manager on issues affecting my housing stability and will participate in creating and reviewing my Housing Success Plan.
2. I agree to allow Transitional Resources housing or case management staff to enter my rental unit monthly for home visits.
3. I agree to abide by the terms of the lease agreement and its Attachments.
4. I agree to make every effort to maintain the rental unit in good condition during the tenancy, and to leave the unit in a clean and rentable condition upon vacating the unit. I agree to be responsible for the costs to repair property damaged by my guests or myself.
5. I agree not to move into any rental unit until it has passed a Housing Quality Standards inspection by Transitional Resources or Seattle Housing Authority.
6. I agree not to move any additional people into my household.
7. I agree to provide written documentation regarding my household income at the beginning of the program, when changes occur, and at least annually.
8. I agree to not possess, consume, or sell illegal drugs, nor consume or possess alcohol or other substances on shared community property. I agree to refrain from participating in criminal activity of any kind. I understand that I assume responsibility for the conduct of my guests while they are visiting me, and that this standard is applied to their behavior as well.
9. I agree not to engage in violent, abusive, or threatening behavior. I agree that I will not have weapons or replications of any sort. I understand that I assume responsibility for the conduct of my guests while they are visiting me, and that this standard is applied to their behavior as well.
10. I agree to participate in all fire drills at the apartment building.
11. I agree to participate in the Avalon Place Tenant's Association, meeting times will be posted.

I understand that failure or refusal to comply with the above essential program elements can result in termination from Transitional Resources' supportive housing program. I understand that by signing this form, I agree to all of the items above, and am giving my permission to Transitional Resources to share the necessary information to meet these requirements.

Participant Signature

Date

Transitional Resources' Representative Signature

Date



Evidence of Coordination and Non-Interference with Local Efforts to Advance Protecting Public Safety

The enclosed include verification of the WA-500 CoC's coordination and non-interference with local efforts to advance protecting public safety. The attached demonstrates that the King County Regional Homelessness Authority, the CoC Lead, collaborates with law enforcement, particularly around the resolution of unsanctioned homeless encampment. The policies and agreements include utilizing public safety data in prioritizing encampments and a commitment for collaboration:

MEMORANDUM OF UNDERSTANDING

Transitioning people out of state rights of way in King County

Rule No: FAS UE-01

Removal of Unauthorized Encampments from Property in City Jurisdiction Rules Regarding: Unauthorized Camping on City Properties; Enforcement Procedures; and Removal of Unauthorized Property.

Local Legislation Tracker					
Jurisdiction	Ordinance	Type	Summary	Effective	Notes
Auburn	9.50.030	Camping	Unlawful to camp on city property any time. No requirement to offer shelter. Misdemeanor- up to 90 days in jail and/or \$1k fine.	9/8/2020	Expanded in 2024.
Auburn	10.68.010	Sit and/or Lie	No sitting or lying on a public sidewalk in downtown or neighborhood commercial zones between 7:00 a.m. and 9:00 pm. Civil infraction- \$50 fine or community service.		
Bellevue	10.06.110	Camping	Unlawful to camp on city property. In effect between	11/20/2017	

			sunrise and sunset- no violation unless an offer of overnight shelter is refused. Violation is a misdemeanor.		
Burien	9.85.150	Camping	Unlawful to camp on city property any time. No requirement to offer shelter. Misdemeanor and subject to criminal deferral.	2/1/2025	
Enumclaw	8.3	Camping	Most camps (including RVs) on public property will receive 48 hours notice to vacate. Enforcement will be suspended in the event there is not overnight shelter available within a 20-mile radius.	12/31/2023	
Kent	8.09.030	Camping	Unlawful to camp on city property.	10/22/2025	
Kent	9.38.145	Camping and RV Parking	Prohibits storing camp facilities on public property. Camp facilities includes motor vehicles. No person shall park any recreational vehicle, boat or vessel, or trailer on any street, highway, roadway, alley, or public right-of-way in any residential neighborhood in the city for more than 24 hours.		
Normandy Park		Camping	No camping in any city facility. No overnight camping on beaches.		
North Bend	12.04.120	Camping	No camping in any public park, or open space without a permit.		
Redmond	9.33.010	Camping	No camping, occupying camp facilities or using camp paraphernalia in any park or public property with few exceptions. It is unlawful for any person to store personal property in any park, or any portion of a street or sidewalk that is expressly reserved for vehicular or pedestrian travel, portions of any street or sidewalk	1/1/2015	



			that is expressly reserved for vehicular or pedestrian travel, or any other publically-owned parking lot or publically-owned property.		
SeaTac	<u>8.25</u>	Camping	It is unlawful for any person to camp or to store personal property in any park, street, or on any public property. A violation will always be enforced if it occurs on any street located within 1,000 feet of International Blvd South right-of-way, or at Angle Lake Park, Angle Lake Trail, or City Hall. Other violations will be enforced if the person refuses an offer of overnight shelter.	12/31/2020	
Seattle	<u>15.48.040</u>	Sit and/or Lie	A person shall not sit or lie down upon a public sidewalk, or upon a blanket, chair, stool, or any other object placed upon a public sidewalk, during the hours between 7 a.m. and 9 p.m. in downtown or neighborhood commercial zones.	12/24/2024	
Tukwila	<u>8.41</u>	Camping	Camping on public property is a misdemeanor. No shelter requirement.	6/28/2026	
Woodinville	<u>12.50.070</u>	Camping	It is unlawful to camp overnight in any park or park facility without a written agreement or permit issued by the City.	7/7/1997	



MEMORANDUM OF UNDERSTANDING

Transitioning people out of state rights of way in King County

PARTIES

This is an agreement of the following parties:

- Washington State Department of Commerce (“COM”)
- Washington State Department of Transportation (“WSDOT”)
- Washington State Patrol (“WSP”)
- King County Regional Homelessness Authority (“KCRHA”)

PURPOSE

This memorandum establishes an agreement between the parties regarding the resources and processes that will be deployed to assist people in moving out of state rights of way and into housing.

GUIDING PRINCIPLES

The following principles describe the intent of this Memorandum:

- Nobody should live unsheltered.
- Living unsheltered on state rights of way is unsafe.
- Prompt action should be taken to move people inside.

GOALS AND OBJECTIVES

The signatories agree to work to achieve the short-term goal of transitioning people from specific prioritized state rights of way into housing by:

- Promptly identifying shelter and housing that people living in rights of way can be referred to.
- Engaging people living in rights of way to assess their needs and refer them to identified emergency and other housing and other available services with their selected belongings prior to the clearing of rights of way.
- Identify and implement strategies to keep cleared sites uninhabited.
- Identify strengths and weaknesses in the short-term strategy to implement a more comprehensive long-term approach to individuals and families living in public places.

STRUCTURE

COMMERCE shall be represented by Diane Klontz, Deputy Director, Telephone: (360) 725-4142, Email: diane.klontz@commerce.wa.gov.

WSDOT shall be represented by Amy Scarton, Deputy Secretary - Transportation, Telephone: (206) 515-3401, Email: scartoa@wsdot.wa.gov.

WSP shall be represented by John Batiste, Chief of the Washington State Patrol, Telephone: (360) 596-4000, Email: john.batiste@wsp.wa.gov.

KCRHA shall be represented by Helen Howell, Deputy Chief Executive Officer, Telephone: (206) 635-0096, Email: helen.howell@kcrha.org.

COMMITMENTS

The Parties to this MOU agree that:

COM, WSP, and WSDOT will commit and prioritize available appropriations and other state capacities to address people living in state rights of way sites identified by the WSDOT.

The specifics of how funding will flow from the state and who will execute the work will be specified in contracts separate from this agreement. It is the intent of the parties to this agreement to pursue specific agreements to implement the following activities to address people living in state rights of way identified by WSDOT, subject to change as needed to address changing circumstances:

1. Outreach to people living in WSDOT identified state rights of way, including offering them emergency or other housing starting in June 2022, funded by the state for one year.
2. Prioritization by KCRHA of at least 80 existing units for people living in WSDOT identified state rights of way starting June 2022, funded by the state for one year.
3. Adequate funding for staff time associated with coordination and administration of rights of way activities; funded by the state for one year.
4. WSDOT will serve notice to people on WSDOT identified state rights of way regarding clearing of the sites.
5. If needed the WSP is readily available to assist with people living on WSDOT-identified rights of way.
6. WSDOT cleans sites after people have been relocated and makes site improvements to prevent future occupancy. WSDOT will respond to requests for additional or ongoing site changes identified by local governments to help prevent re-occupancy.
7. WSDOT and WSP will coordinate with local governments to monitor and maintain cleared state rights of way sites.

This agreement covers WSDOT-identified state rights of way sites that will be mutually agreed to by the parties to this agreement, and it is estimated that at least 80 people will be provided housing. The number of people and associated sites addressed through this agreement will be determined based on a good faith review of the adequacy of committed and available resources and what is needed to address the identified sites and the individuals living on them.

AMENDMENTS

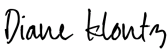
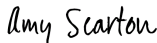
Any amendments to this Agreement shall be in writing and agreed to by all parties.

TERMS

The parties to this agreement are required to give 90 days' advance notice of their intent to withdraw from the agreement. At this time the term of this Memorandum is open-ended and will remain so until the majority of signatories decide to terminate the partnership.

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SIGNATURES

Washington State Department of Commerce	DocuSigned by:  6/22/2022 9:47 PM PDT 96DD7776CA2E4F3... Signature of Diane Klontz Date
Washington State Department of Transportation	DocuSigned by:  6/22/2022 7:31 PM PDT A4EC2323C00A4B8... Signature of Amy Scarton Date
Washington State Patrol	DocuSigned by:  6/22/2022 10:17 AM PDT B5D9C5519BAD481... Signature of John Batiste Date
King County Regional Homelessness Authority	DocuSigned by:  6/22/2022 5:55 PM PDT 80A68559CE0048D... Signature of Helen Howell Date

Certificate Of Completion

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Status: Completed

Subject: Please DocuSign: King County ROW MOU.docx

Division:

Community Services and Housing

Program: Rights of Way Initiative

ContractNumber: ROW MOU 1

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Other

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Signatures: 4

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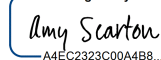
Signer Events

Amy Scarton

scartoa@wsdot.wa.gov

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Electronic Record and Signature Disclosure:

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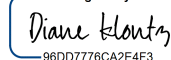
diane.klontz@commerce.wa.gov

Assistant Director

Washington State Department of Commerce

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diane.klontz@commerce.wa.gov

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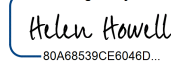
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Helen Howell

helen.howell@kcrha.org

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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 6/22/2022 5:53:39 PM ID: 789949ad-e6d0-4ea2-a40a-e1b80b75f6dd Walter Hamilton for John Batiste, Chief john.batiste@wsp.wa.gov Security Level: Email, Account Authentication (None)	DocuSigned by:  B5D9C5519BAD481... Signature Adoption: Pre-selected Style Signed by link sent to john.batiste@wsp.wa.gov Using IP Address: 167.72.44.20	Sent: 6/22/2022 5:42:54 PM Viewed: 6/23/2022 10:16:06 AM Signed: 6/23/2022 10:17:06 AM

Electronic Record and Signature Disclosure:
Accepted: 6/23/2022 10:16:06 AM
ID: 5dad9243-a03f-47e3-bcfe-8798735ad076

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/22/2022 5:42:54 PM
Certified Delivered	Security Checked	6/23/2022 10:16:06 AM
Signing Complete	Security Checked	6/23/2022 10:17:06 AM
Completed	Security Checked	6/23/2022 10:17:06 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.



Department: City of Seattle Department of Finance and Administrative Services	Rule No: FAS UE-01	Supersedes: FAS 17-01
	Publication: Draft 8-21-25	Effective:
Subject: Removal of Unauthorized Encampments from Property in City Jurisdiction Rules Regarding: Unauthorized Camping on City Properties; Enforcement Procedures; and Removal of Unauthorized Property.	Code and Section Reference(s): SMC 3.02 SMC 3.39	
Approved:  _____ Kiersten Grove, Department Director	9-12-25 _____ Date	

1.0 INTRODUCTION AND PURPOSE

1.1 Introduction and Findings.

The City owns and operates various City real property, including property under the jurisdiction of the Seattle Parks and Recreation Department ("Parks"), Seattle Public Utilities ("SPU"), Seattle Department of Transportation ("SDOT"), Seattle City Light ("SCL"), Department of Finance and Administrative Services ("FAS") the Department of Neighborhoods ("DON"), the Office of Housing ("OH"), and Seattle Center.

The City finds the following conduct on various City properties is a threat to the public safety and health and interferes with the public's ability to use City-owned and City-controlled property, facilities, and rights-of-way for its intended purposes:

- 1.1.1** The unauthorized entry on City property that is closed to the public or is open to the public during certain operating hours or for certain limited purposes; and
- 1.1.2** Erecting unauthorized structures, tents, or other shelters in locations that create an obstruction or an immediate hazard.

1.2 General Purpose.

The general purpose of these rules is to establish uniform rules and procedures for removing encampments on Parks, SPU, SOOT, SCL, FAS, DON, OH, and Seattle Center property.

2.0 REFERENCES AND AUTHORITY

- 2.1** MDAR 17-01 establishes the authority of Parks, SPU, SOOT, SCL, FAS, DON, OH and Seattle Center to prohibit camping on property under their jurisdiction.
- 2.2** This rule is adopted under the authority of Chapters 3.02 and 3.39 of the Seattle Municipal Code.

3.0 DEFINITIONS

- 3.1** “Emphasis Area” means an identifiable area where the City has removed an encampment and has designated an encampment-prohibited area by installing signage as provided for in Section 13.
- 3.2** "Encampment" means one or more tent, structure, or assembly of camping equipment or personal property located in an identifiable area within the City of Seattle, which appears to a reasonable person as being used for camping. Encampments do not include sites a reasonable person would conclude are no longer in use for camping because remaining materials are garbage, debris, or waste.
- 3.3** “Immediate hazard” means an encampment where people camping outdoors are at risk of serious injury or death beyond that caused by increased exposure to the elements or their presence creates a risk of serious injury or death to others; including but not limited to encampments at highway shoulders and off-ramps, areas exposed to moving vehicles, areas that can only be accessed by crossing driving lanes outside of a legal crosswalk, and landslide-prone areas.
- 3.4** “Obstruction” means people, tents, personal property, garbage, debris or other objects related to an encampment that (1) interfere with the pedestrian or transportation purposes of public rights-of-way, or (2) interfere with areas that are necessary for or essential to the intended use of a public property or facility.
- 3.5** "Personal Property" means an item that: is reasonably recognizable as belonging to a person; has apparent utility in its present condition and circumstances; and is not hazardous. Examples of personal property include but are not limited to identification, personal papers and documents, tents, bicycles, radios and other electronic equipment, eyeglasses, prescription medications, photographs, jewelry, crutches, and wheelchairs. Personal property does not include building materials such as wood products, metal, pallets, or rigid plastic. The relevant staff member will determine whether an item is personal property, and in cases when the status of an item cannot reasonably be determined in the staff member’s judgment based on the totality of the circumstances, the staff member will treat the item as personal property under this

rule.

4.0 REMOVING OBSTRUCTIONS AND IMMEDIATE HAZARD ENCAMPMENTS

- 4.1** Obstructions and immediate hazard encampments may be removed immediately according to applicable laws and rules. The provisions of Sections 5, 6, 7, 8, 9, and 10 of this rule do not apply to removing obstructions and immediate hazard encampments. Provisions of this Section 4 apply to obstructions and immediate hazard encampments, although the provisions of this Section 4 may refer to obstructions only for simplicity.
- 4.2** If an obstruction is observed and is to be immediately removed by City personnel observing the obstruction, a notice is not required to be affixed to the obstruction before its removal. If the obstruction is not immediately removed by the City personnel observing the obstruction, a notice shall be affixed to the obstruction by the City as soon as reasonably possible. The notice shall state: (1) the date the notice was posted; (2) that the obstruction must be immediately removed and is subject to removal by the City without further notice; (3) where any personal property removed by the City will be stored; and (4) how any stored personal property may be claimed by its owner.
- 4.3** If the obstruction is determined to be under control of an individual present where the obstruction is observed, oral notice to immediately remove the obstruction shall, if reasonably possible, be given to the individual.
- 4.4** Physical obstructions that are personal property shall be removed and stored by the City as provided for in Section 11 and may be recovered as provided for in Section 12.
- 4.5** Garbage, debris, and waste may be immediately removed and disposed of.
- 4.6** Upon removing an obstructing encampment, the City shall post a notice as provided for in Section 10.
- 4.7** The department storing personal property shall notify FAS of the storage on the same day the personal property is stored. FAS shall post notice of the stored personal property on an external City website.

5.0 ENCAMPMENT REMOVAL

5.1 Prioritizing encampments for removal.

- 5.1.1** Each department shall identify and report encampment locations on property under its respective jurisdiction by email to the FAS Encampment Cleanup Program Manager or by direct entry into the Seattle Encampment Response Information System (SERIS) within one business day of discovering the encampment. Failure to timely report an encampment location does not preclude applying any other provision in this rule.

- 5.1.2** Each department shall prioritize encampments it will remove after an inspection of encampment locations. The inspection of all encampment sites is not required before prioritizing the removal of previously inspected encampment sites. The inspection shall be documented in a format provided by FAS. The prioritization may be revised at any time as a result of new encampments being identified, additional encampments being inspected, or as new information about an encampment's condition becomes available.
- 5.1.3** The following criteria, which have no relative priority, shall be considered when prioritizing encampments for removal: (1) objective hazards such as moving vehicles and steep slopes; (2) criminal activity beyond illegal substance abuse; (3) quantities of garbage, debris, or waste; (4) other active health hazards to occupants or the surrounding neighborhood; (5) difficulty in extending emergency services to the site; (6) imminent work scheduled at the site for which the encampment will pose an obstruction; (7) damage to the natural environment of environmentally critical areas; and (8) the proximity of homeless individuals to uses of special concern including schools or facilities for the elderly.

6.0 ENCAMPMENT REMOVAL AND NOTICE REQUIREMENTS

- 6.1** A notice shall be posted on or near each tent or structure that is subject to removal stating: (1) the day the notice was posted; (2) the date the removal is scheduled; (3) the time range in which that date's removal will commence, which range may be no more than four hours; (4) where personal property will be stored if removed by the City; (5) how personal property may be claimed by its owner; and (6) contact information for an outreach provider that can provide shelter alternatives.
- 6.2** If individuals are present at the encampment, oral notice shall if reasonably possible, be given to the individuals that the encampment is subject to removal as provided for in the posted notice.
- 6.3** The notice shall be posted no fewer than 72 hours before an encampment removal and shall provide a removal date no more than 7 days after the notice posting date. If the action to physically remove the encampment is not commenced by the City within the removal date and time range provided in the notice, the City shall re-post notice of the encampment removal before removal may occur. The City may diligently pursue to completion a removal properly commenced during the removal date and time range.
- 6.4** The notice shall be printed in English, Spanish, and any other language the City determines would further the purpose of the notice.
- 6.5** Nothing in this section shall prohibit the City from posting notice that the removal of a

large encampment will occur over a period of several days, provided each day's operations start during the period identified in the notice. Some encampment sites include tents and structures separated by infrastructure such as off-ramps. Removal operations may proceed through such sites so long as they start on some portion of the sites within the times specified on the notice.

7.0 IDENTIFYING OR PROVIDING ALTERNATIVE SHELTER BEFORE REMOVING NON-OBSTRUCTING ENCAMPMENTS

- 7.1** Prior to removing an encampment, the City shall offer alternative locations for individuals in an encampment or identify available housing or other shelter for encampment occupants. The alternatives shall be available to the encampment occupant starting on the date an encampment removal notice is posted and shall continue to be available until the encampment removal is completed. The City shall maintain, or cause to be maintained, a daily list of alternatives, which list shall be shared with FAS and outreach staff.
- 7.2** The alternatives may include housing programs, shelter programs with or without day programs, authorized encampments, and "no-barrier" authorized shelter or encampment programs. The City is not required to provide additional alternatives to individuals who have been previously or are currently excluded from all usual and appropriate alternatives because of the individual's behavior.

8.0 OUTREACH FOR ENCAMPMENT REMOVALS

- 8.1** Outreach personnel shall visit each encampment site at least once between the time that notice of removal is posted and the scheduled removal date.
- 8.2** Outreach personnel shall be present at the commencement of removal activities on the date an encampment removal is scheduled to start according to the posted notice and shall be available to offer shelter alternatives and other services until the encampment removal is completed.
- 8.3** Outreach personnel may leave an encampment removal operation after outreach services have been refused by all people present at the site. Outreach personnel shall return to a site if an individual requests services before the encampment removal is completed.

9.0 ENCAMPMENT SITE CLEANUP

- 9.1** All City personnel, vendors, outreach workers, and other personnel necessary for an encampment removal and cleanup shall be present at the start of an encampment removal.
- 9.2** The City shall take reasonable steps to segregate personal property from material that is not personal property, provided the segregation does not pose a danger to the

individual segregating the personal property from the other material.

9.3 Tents and structures that were not previously posted with a notice but are in the immediate area of tents or structures that were posted with a notice may be removed if the tent or structure was placed in the immediate area after notices were posted.

9.4 Personal property shall be stored as provided for in Section 11 and may be recovered as provided for in Section 12.

9.5 The City may remove and dispose of garbage, debris, waste, hazardous items, and other like material.

10.0 POST-ENCAMPMENT REMOVAL NOTICE

10.1 A notice shall be prominently posted at the site where an encampment has been removed and the site cleaned up.

10.2 The notice shall state: (1) the date the cleanup was performed; (2) whether personal property was stored by the City; (3) where the personal property is stored; (4) how any stored personal property may be claimed by its owner; and (5) contact information for outreach personnel who can assist individuals with shelter alternatives and other services. This notice shall not be removed by the City for a minimum of 10 days.

10.3 The department organizing the cleanup shall, within 2 business days of the cleanup:

10.3.1 Send electronic documentation of the cleanup to FAS in the format required by FAS for posting on the appropriate City external website; and

10.3.2 Update the encampment record in SERIS.

10.4 FAS shall post documentation of each encampment cleanup on an external City website.

11.0 STORAGE OF PERSONAL PROPERTY REMOVED FROM AN ENCAMPMENT

11.1 The City shall store all personal property encountered when removing obstructions and immediate hazards, or when removing encampments, provided the City has no obligation to store personal property that is hazardous (for example, a needle-strewn tent) or is reasonably expected to become a hazard during storage (for example, wet bedding materials).

11.2 Personal property shall be stored at a location commonly used by the City for storing property, which shall be accessible by public transportation.

11.3 The encampment site shall be posted with a notice if personal property is removed

from the site. FAS shall identify the site and the date of the encampment removal on a City web page.

11.4 The notice shall identify: (1) the dates personal property was removed from the site; (2) where the personal property is stored; and (3) how the stored personal property may be claimed by its owner. This notice shall not be removed by the City for a minimum of 10 days.

11.5 The City shall maintain a log of personal property removed from an encampment. Each log item shall be kept until the personal property is recovered by its owner or the property is discarded as permitted under this rule.

11.6 Personal property that is not recovered after 70 days from and including the day the property was stored may be discarded or donated by the City.

12.0 RECOVERING STORED PERSONAL PROPERTY

12.1 Individuals claiming that personal property has been removed from an encampment may contact the City of Seattle Customer Service Bureau who will inform the individual how the property may be recovered.

12.2 The individual shall describe the personal property with particularity. No identification is required for an individual to recover the property. The log of personal property shall indicate who received the recovered property.

12.3 Personal property may be recovered by the individual at the location where the property is stored. Alternatively, the individual may request that the property be delivered to the individual at a location within the City of Seattle, which location must be safe and appropriate for delivery by vehicle.

12.4 If the individual chooses to have the personal property delivered, the delivery shall be performed on or before the next business day.

12.5 Storage, recovery, and delivery of personal property shall be at no cost to the individual that owns the property.

13.0 ENCAMPMENT REMOVAL FROM AN EMPHASIS AREA

13.1 The City may identify a specific area as an Emphasis Area.

13.2 An area may not be identified as an Emphasis Area and enforcement of an Emphasis Area shall not commence until: an encampment or obstruction removal has occurred; the area is otherwise free of encampments; and the area has been signed as an Emphasis Area.

13.3 If an area has been designated as an Emphasis Area, the area shall be inspected by the

City at least once each day. The area shall be signed, and may be fenced. The signage shall identify: (1) the location of the Emphasis Area; (2) that camping is prohibited in the Emphasis Area; (3) that any material found in the Emphasis Area may be removed without further notice; (4) where any personal property removed is stored; and (5) how any stored personal property may be claimed by its owner.

- 13.4** Individuals camping in an Emphasis Area and their encampment-associated personal property may be removed as an obstruction.
- 13.5** The City shall identify Emphasis Areas on the City's website.
- 13.6** The City shall identify no more than ten Emphasis Areas at any one time.

10.06.110 Unlawful public camping.

- A. A person is guilty of unlawful public camping if they use nonresidential public property, as defined in this section, as a temporary or permanent place of dwelling, lodging, residence, or living accommodation, at any time between sunset and sunrise, except at places set aside and posted for such purposes by the city manager or their designee, or by permit issued by the city manager or their designee.
- B. For the purposes of this section, “nonresidential public property” means any street, sidewalk, city park, public park, or any other open area where the city or other governmental agency has a property interest, to include easements. “Nonresidential public property” does not include houses, apartments, or other fixed residential living quarters owned or leased by the city.
- C. Indicia of camping include, but are not limited to: tents or other temporary shelters, bedding, storage of personal belongings, and use or storage of cooking equipment.
- D. Unlawful public camping is a misdemeanor.
- E. A person is not guilty of unlawful public camping if, at the time the person is on public property, there is no available overnight shelter. “Available overnight shelter” means a public or private shelter, with available overnight space, open to individuals experiencing homelessness, at no charge. If the person is unable to utilize an available overnight shelter due to voluntary actions such as intoxication, drug use, unruly or assaultive behavior, or violation of shelter rules, the overnight shelter space shall still be considered available for the purposes of this section. (Ord. 6385 § 2, 2017.)

The Bellevue City Code is current through Ordinance 6929, passed July 14, 2026.

Disclaimer: The city clerk’s office has the official version of the Bellevue City Code. Users should contact the city clerk’s office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.bellevuewa.gov](http://www.bellevuewa.gov)

[City Telephone: \(425\) 452-6800](tel:(425)452-6800)

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Chapter 10.68

SITTING OR LYING ON PUBLIC SIDEWALKS IN DOWNTOWN AND NEIGHBORHOOD COMMERCIAL ZONES

Sections:

10.68.010 Prohibition.

10.68.020 Exceptions.

10.68.030 Notice.

10.68.040 Penalty.

10.68.010 Prohibition.

No person shall sit or lie down upon a public sidewalk, or upon a blanket, chair, stool or any other object placed upon a public sidewalk, during the hours of 7:00 a.m. and 9:00 p.m. in the following zones:

- A. Downtown zone, defined as the area east of "D" Street SW and "D" Street NW, north of 8th Street SE and 8th Street SW, west of "D" Street SE and "D" Street NE, and south of 3rd Street NE and 3rd Street NW.
- B. Neighborhood commercial zones, defined as the following areas:
 - 1. The sidewalks beginning 100 yards to the North, South, East and West of the intersection of East Main Street and "M" Street, and including sidewalks on all sides of this intersection;
 - 2. The sidewalks on the North and South sides of 15th Street NE and on the North and South sides of 15th Street NW from the intersection with Auburn Way North to the intersection with West Valley Highway;
 - 3. The sidewalks on the East and West sides of Auburn Way North from the intersection with 4th Street NE to the intersection with 15th Street NE;
 - 4. The sidewalks on the North and South sides of 15th Street SW from the intersection with "C" Street SW to the intersection with the West Valley Highway. (Ord. 5320 § 1, 1999.)

10.68.020 Exceptions.

- A. Sitting or lying on a public sidewalk due to a medical emergency; or
- B. Any person(s) who, as a result of a disability, utilizes a wheelchair, walker, or similar device to move about the public sidewalk; or

- C. Operating or patronizing a commercial establishment conducted on the public sidewalk pursuant to a street use permit; or a person participating in or attending a parade, festival, performance, rally, demonstration, meeting, or similar event conducted on the public sidewalk pursuant to a street use or other applicable permit; or
- D. Sitting on a public sidewalk within a bus stop zone while waiting for public or private transportation; or
- E. Sitting on a chair or bench located on the public sidewalk, which is supplied by the city of Auburn or an abutting private property owner. (Ord. 5320 § 1, 1999.)

10.68.030 Notice.

No person will be cited under this chapter unless the person engages in conduct prohibited by this chapter after having been notified by a city of Auburn police officer that the conduct violates this chapter. (Ord. 5320 § 1, 1999.)

10.68.040 Penalty.

- A. The violation of this chapter shall be a civil infraction as contemplated by Chapter [7.80](#) RCW, Civil Infractions, and deemed to be a Class 3 civil infraction under RCW [7.80.120](#)(C) and shall subject the violator to a maximum penalty and a default amount of \$50.00 plus statutory assessments. If the person is unable to pay the monetary penalty, the court may order performance of a number of hours of community service in lieu of a monetary penalty.
- B. As contemplated by RCW [7.80.060](#):
 - 1. The refusal to sign a notice of civil infraction when requested to do so by the law enforcement officer issuing the notice of infraction is a misdemeanor punishable in accordance with ACC [1.24.010](#); and
 - 2. The willful violation by a person to whom a notice of infraction has been issued of their written and signed promise to appear in court or their written and signed promise to respond to a notice of civil infraction is a misdemeanor punishable in accordance with ACC [1.24.010](#), regardless of the disposition of the notice of civil infraction. (Ord. 5683 § 32, 2002; Ord. 5320 § 1, 1999.)

The Auburn City Code is current through Ordinance 7023, passed July 6, 2026.

Disclaimer: The city clerk's office has the official version of the Auburn City Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.auburnwa.gov](http://www.auburnwa.gov)

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AGENDA BILL

Agenda Item	Camping Restriction Ordinance
Sponsor	Eric Lund, Interim Chief of Police
Legislative History	June 22, 2026 Community Services & Safety Committee July 13, 2026 Committee of the Whole July 20, 2026 Regular Meeting
Recommended Motion	☐ Discussion Only ☒ Action Requested MOVE TO adopt the ordinance as presented.

EXECUTIVE SUMMARY

The proposed ordinance would establish camping on public property as a criminal offense within the City of Tukwila. Its primary intent is to address growing public-safety concerns, preserve accessibility of public spaces, and create a consistent legal framework for responding to unauthorized encampments. The ordinance is designed to give officers clearer enforcement authority while aligning the City's practices with recent legal requirements and court decisions that govern public-space management. For example, The U.S. Supreme Court's decision in the City of Grants Pass v. Johnson (2024) confirms that municipalities may enforce reasonable, content-neutral public camping regulations regardless of shelter availability.

Under the proposal, camping on public property would be prohibited unless explicitly authorized. Violations could result in misdemeanor charges, with enforcement guided by departmental policy emphasizing voluntary compliance when possible.

The Police Department remains committed to offering referrals to services, shelter, and supportive resources as a first step, ensuring individuals experiencing homelessness are given every reasonable opportunity to seek assistance prior to any enforcement action.

DISCUSSION

When individuals establish an encampment on public property—such as parks, rights-of-way, sidewalks, or other city-owned areas—officers respond based on documented safety hazards, public health concerns, or interference with the intended use of the property. Because there is no specific local ordinance prohibiting camping on public land, officers typically rely on voluntary compliance efforts, and coordination with outreach teams. This results in an approach that emphasizes engagement and resource connection while ensuring the public property remains safe, accessible, and usable for its intended purpose.

When individuals refuse to leave an encampment on public property and police action becomes necessary, officers must operate within the strict legal framework governing the use of force in Washington State. Under RCW 10.120, officers may use physical force only when it is necessary to carry out a lawful duty.

This ordinance does not alter the Tukwila Police Department's longstanding practice of prioritizing outreach, resource connection, and voluntary compliance before taking any enforcement action. Officers will continue to work closely with social-service partners to offer shelter options, behavioral

health resources, and other supportive services prior to considering an arrest or citation. The ordinance simply provides a legal framework for addressing unlawful camping on public property, when necessary, but it does not diminish the department's commitment to engaging individuals respectfully, attempting to resolve situations without enforcement, and using arrest only as a last resort.

The City and Police Department engaged in community outreach by inviting partners and people to the table who could provide insight into the impacts on those most affected. In these meetings we heard differing viewpoints, including from those opposing such changes. However, community input increasingly reflects a strong desire for the city to take additional measures to address homelessness. Since 2022, the police department has received 53 complaints regarding encampments through the Tukwila Works app.

Both City staff and the City Attorney have reviewed the draft ordinance, and edits based on their feedback have been integrated.

ATTACHMENTS

Draft Ordinance – TMC 8.41

DRAFT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, RELATING TO CAMPING ON CITY PROPERTY; ESTABLISHING A NEW CHAPTER 8.41 OF THE TUKWILA MUNICIPAL CODE, "CAMPING REGULATIONS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Article XI, Section 11 of the Washington Constitution and RCW 35A.11.020 authorize the City of Tukwila ("City") to regulate public property, including City parks, rights of way, and public utility property; and

WHEREAS, camping on public property is a public health, safety, and risk concern due to interference with other intended uses, such as daily government operations, public events, recreational activities, utility service, and pedestrian, bicycle, and vehicular traffic; and

WHEREAS, camping without adequate sanitation services, such as sewer, water, and garbage removal, presents a public health hazard due to the increased risk of disease and virus transmission; and

WHEREAS, many public properties are developed for specific uses and should be available to the public for the property's intended purpose, including City operations, recreation, transportation, utility service, public service events, environmental protection, and other public uses; and

WHEREAS, in *City of Grants Pass v. Johnson*, 603 U.S. 520 (2024), the United States Supreme Court held that generally applicable laws regulating or prohibiting camping on public property do not constitute cruel and unusual punishment under the Eighth Amendment to the United States Constitution, and that cities may enforce such laws to manage the use of public spaces; and

WHEREAS, the Tukwila City Council is committed to a service first philosophy that ensures members of our homeless community are treated with dignity and respect, and

that city staff implement administrative practices where housing, mental health, drug addiction, employment, and other types of services are offered prior to punitive enforcement action;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Adoption of Findings of Fact. The City Council hereby adopts the foregoing recitals and incorporates them herein as support for this Ordinance.

Section 2. TMC Chapter 8.41 Established. Tukwila Municipal Code (TMC) Chapter 8.41, entitled “Camping,” is hereby established to read as follows:

**CHAPTER 8.41
CAMPING REGULATIONS**

Sections

8.41.010	Purpose.
8.41.020	Unlawful Camping.
8.41.030	Definitions.
8.41.040	Rules.
8.41.050	Penalties and Enforcement.

Section 3. Regulations Established. A new TMC Section 8.41.010, “Purpose,” is hereby established to read as follows:

8.41.010 Purpose.

The purpose of this chapter is to prevent harm to the health and safety of the public and environment, and to promote the public health, safety, and general welfare and environment by keeping public streets, sidewalks, parks, and other city-owned and/or city-maintained public property within the city readily accessible to the public, and to prevent use of city-owned and/or city-maintained public property for camping purposes or storage of personal property that interferes with the rights of others to use the areas for the purposes for which they were intended.

Section 4. Regulations Established. A new TMC Section 8.41.020, “Unlawful Camping,” is hereby established to read as follows:

8.41.020 Unlawful Camping.

- A. *Camping Prohibited.* It is unlawful for any person to camp, occupy camp facilities, or use camp paraphernalia on city property, except as set forth in subsection C of this section.

- B. *Storage of Camping Facilities and Paraphernalia Prohibited.* It is unlawful for any person to store camp facilities and camp paraphernalia on city property, except as otherwise provided by ordinance.
- C. *Exceptions.* The prohibitions contained in subsections A and B of this section shall not apply if:
1. The person is camping or using camp paraphernalia or camp facilities as permitted under this subsection:
 - a. The Director of Parks and Recreation, Director of Public Works, or their Designee(s) may approve a permit for camping on city property if the Directors finds, based upon a permit application and information otherwise obtained, that:
 - (1) Adequate sanitary facilities are provided and accessible at or near the camp site;
 - (2) Adequate trash receptacles and trash collection will be provided;
 - (3) The camping activity will not unreasonably disturb or interfere with the peace, comfort and repose of other users or adjacent or nearby private property owners;
 - (4) The camping activity is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct, or to create a disturbance;
 - (5) Any tent or shelter being used will provide an unobstructed view through such tent or shelter from at least two sides; and
 - (6) Allowing the camping is in the public interest.
 - b. The Director of Parks and Recreation and Public Works Director are authorized to promulgate rules and regulations regarding the implementation and enforcement of this section.
 - c. Seven days is the maximum period of time a permit may authorize camping on city property.

Section 5. Regulations Established. A new TMC Section 8.41.030, "Definitions," is hereby established to read as follows:

8.41.030 Definitions.

- A. "City property" as used in this section means all improved and unimproved real property owned or leased by the City of Tukwila, and all City of Tukwila easements, including but not limited to all portions of city parks, as defined in TMC Chapter 12.08, city buildings, rights-of-way, city parking lots, and city environmentally sensitive areas. City property shall not include religious organization property subject to RCW 35A.21.360.

- B. "Camp" or "camping" means to pitch, create, use, or occupy camp facilities for the purposes of habitation, living accommodation, or dwelling, as evidenced by the storage of personal belongings in "camp facilities" or the use of "camp paraphernalia."
- C. "Camp facilities" include, but are not limited to, tents, tarps configured for shelter, huts, and temporary shelters. "Camp facilities" does not include shelters when used temporarily in a park for recreation or play during hours when the park is open to the public.
- D. "Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, or non-city-designated cooking facilities and similar equipment.
- E. "Director of Parks and Recreation" means the Director or their designee(s).
- F. "Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

Section 6. Regulations Established. A new TMC Section 8.41.040, "Rules," is hereby established to read as follows:

8.41.040 Rules.

The Chief of Police is hereby authorized to adopt rules, regulations, administrative policies, and procedures for implementing TMC sections 8.41.010 and 8.41.020.

Section 7. Regulations Established. A new TMC Section 8.41.050, "Penalties and Enforcement," is hereby established to read as follows:

8.41.050 Penalties and Enforcement.

- A. A violation of this section is a misdemeanor punishable by up to 90 days in jail and/or up to a \$1,000 fine.
- B. When any police officer, park ranger (TMC 12.08.050(K)), code enforcement officer (TMC 8.45.030), or other duly commissioned officer has probable cause to believe that any person has violated this chapter, the officer may order such person to immediately leave the property where the violation is occurring. Any person refusing to comply with such an order or returning to the property on the same calendar day as such an order is issued is subject to prosecution for criminal trespass pursuant to chapter 9A.52 RCW and/or TMC Section 8.40.040. Additionally, any police officer, park ranger, or other duly commissioned officer may:

1. Issue a misdemeanor pursuant to TMC Section 8.41.040(A);

2. Issue the person a trespass warning excluding them from the property where the violation is occurring, as set forth in TMC Chapter 8.23.

Section 8. Implementation of Ordinance. The Mayor and designee(s) are authorized to take such further actions and implement any administrative procedures necessary to implement and/or carry out the directives of this Ordinance.

Section 9. Corrections by City Clerk or Code Reviser Authorized. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this Ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 10. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance or its application to any other person or situation.

Section 11. Effective Date. This Ordinance or a summary thereof shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this ____ day of _____, 2026.

ATTEST/AUTHENTICATED:

Andy Youn-Barnett, City Clerk

Thomas McLeod, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk: _____

Passed by the City Council: _____

Published: _____

Effective Date: _____

Ordinance Number: _____

Office of the City Attorney

Chapter 8.09

CAMPING ON PUBLIC PROPERTY

Sections:

8.09.010 Purpose.

8.09.020 Definitions.

8.09.030 Unlawful camping on public property.

8.09.040 Unlawful storage of camp facilities or other property on public property.

8.09.045 Offer of assistance – Officer guidance – Considerations.

8.09.050 Unlawful use of fires.

8.09.060 Unlawful environmental damage to public property.

8.09.070 Unlawful camp – Removal.

8.09.080 Penalties.

Prior legislation – Ord. No. [3516](#).

8.09.010 Purpose.

It is the purpose of this chapter to prevent the harm to public property caused by the activities of unlawful camping; unlawful storing of camp facilities and property; unlawful fires; littering; and altering or damaging the natural environment such as diverting water, removing vegetation, and excavation. Camping on public property – erecting and occupying camp facilities for the purpose of facilitating occupation, habitation, or residing in a location – that is not designated as an area for camping creates dangerous public health and safety concerns for those experiencing homelessness, the general public, city employees, and first responders. These activities foster unsanitary conditions, damage the natural environment and critical areas, and interfere with the rights of others to use public property for the purposes for which they were intended.

It is the purpose of this chapter to promote the public health, safety, general welfare, environmental health, economic health, and well-being of the city by keeping public streets, sidewalks, parks, and other public property within the city safe and readily accessible to the public.

(Ord. No. [4443](#), § 2, 10-18-22; Ord. No. [4501](#), § 1, 11-19-24)

8.09.020 Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

A. *Camp* means to pitch, erect, or occupy camp facilities for the purpose of, or in such a way as will facilitate, habitation, the occupation of, or residing in a location.

B. *Camp facilities* include, but are not limited to, motor vehicles, trailers, tents, huts, temporary shelters, or other structures that evidence an intent to function as a temporary or permanent place of residence or to demarcate public property under circumstances that evidence an intent to take or hold possession or control of that public property as a person's residence or tenancy, to the exclusion of others or other uses.

C. *Critical area* means an area that possesses important natural functions and embodies a variety of important natural and community values. Such areas include wetlands, streams, fish and wildlife habitat, steep slopes, geologic hazard areas, critical aquifer recharge areas, and flood hazard areas as well as the buffers which serve to protect the aforementioned areas.

D. *Hazardous material* means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, physical, chemical, or infectious characteristics, may cause or significantly contribute to a present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

E. *Litter* is as defined in KCC [8.04.020](#) as now enacted or hereafter amended or recodified.

F. *Park* means and includes all city parks, public squares, park drives, parkways, boulevards, golf courses, park museums, zoos, bathing beaches, gardens, lakes, rivers, ponds, and play and recreation grounds under the jurisdiction of the city of Kent parks and recreation department and their associated parking lots, paths and sidewalks, playfields, recreational structures, picnic shelters, restrooms, and other appurtenances.

G. *Pollutant* means and includes anything that may contaminate or contribute to the contamination of any place, area, or location. Examples include without limitation: hazardous materials; paints, varnishes, and solvents; oil and other automotive or motor fluids; liquid and solid wastes, human waste, food wastes, and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations; floatables such as closed or open cell foam; plastics; pesticides, herbicides, and fertilizers; sewage, fecal coliform and pathogens; dissolved and particulate metals;

animal wastes; wastes and residues that result from constructing a building or structure; electronics; electric and combustion engines and devices that use electric and combustion engines including parts thereof; hazardous cleaning liquids and materials; any drug as defined by RCW [69.50.101](#); and any drug paraphernalia.

H. *Public property* means all property in which the city has a property interest, including parcels, tracts, easements, and public rights-of-way. The term includes, without limitation, all parks, docks, piers, streets, sidewalks, critical areas and water supply properties, trails, forests, museums, pools, beaches, open spaces, public squares, city-owned buildings and appurtenances, the grounds around the city-owned buildings, including but not limited to parking lots and structures, breezeways, entryways, planter areas, and storage areas, and any other property in which the city has a property interest of any type.

I. *Recreational vehicle* means a travel trailer, motor home, truck camper, or camping trailer that is primarily designed and used as temporary living quarters, is either self-propelled or mounted on or drawn by another vehicle, is transient, is not occupied as a primary residence, and is not immobilized or permanently affixed to a mobile home lot.

J. *Store* or *storage* means to put aside, accumulate, or to place or leave in a location for preservation or later use or disposal.

K. *Street* means any highway, avenue, lane, road, street, drive, place, boulevard, alley, right-of-way, and every way or place in the city of Kent open as a matter of right for public vehicular travel.

L. *Vegetation* means trees, shrubs, grass, weeds, bushes, vines, turf, flowers, seaweed, fungus, and other plant materials, including but not limited to clippings, fallen leaves, fruit, or branches.

(Ord. No. [4443](#), § 2, 10-18-22; Ord. No. [4501](#), § 1, 11-19-24)

8.09.030 Unlawful camping on public property.

It shall be unlawful for any person to camp on public property, except as allowed in KCC [4.01.090](#).

(Ord. No. [4443](#), § 2, 10-18-22; Ord. No. [4444](#), § 1, 11-1-22; Ord. No. [4501](#), § 1, 11-19-24)

8.09.040 Unlawful storage of camp facilities or other property on public property.

A. It shall be unlawful for any person to store camp facilities or other property on public property.

B. The provisions of this chapter shall not prohibit any vehicle, including a trailer, recreational vehicle, or camper not being used as a residence from being parked within or on any park, in the right-of-way, or other public property in accordance with parking regulations, unless otherwise prohibited by law.

C. No citation shall be issued for a violation of this section if the person identified as the owner of the camp facilities or other property immediately removes the camp facilities or other property upon request.

(Ord. No. [4443](#), § 2, 10-18-22; Ord. No. [4501](#), § 1, 11-19-24)

8.09.045 Offer of assistance – Officer guidance – Considerations.

A. *Offer of assistance.* An officer with probable cause that a person has violated either KCC [8.09.030](#) or [8.09.040](#) will offer assistance to the person in violation; provided, neither a person's acceptance of assistance nor the ability of the officer to secure assistance shall interfere with the ability of the officer to issue a citation for the violation.

B. *Development of policy or procedure.* The police department shall develop a policy or procedure to assist officers in enforcing the provisions of this chapter. The policy or procedure should address the following considerations for an officer to evaluate in deciding whether to issue a citation to a person for violating KCC [8.09.030](#) or [8.09.040](#):

1. The extent of damage or potential damage to public property;
2. Whether there is evidence of other criminal conduct at or immediately surrounding the unlawful camp;
3. The extent to which property surrounding the unlawful camp has been impacted by criminal conduct;
4. The proximity of the unlawful camp to improved parks and recreation facilities, critical areas, schools, shopping areas, or businesses;
5. Whether officers have had previous contact with the person responsible for the unlawful camp or storage of camp facilities or other property on public property under similar circumstances;
6. Whether officers have had previous contact with the individual under circumstances in which the person was offered shelter but rejected shelter or failed to make substantial efforts to enter shelter; and
7. The extent to which other calls for police service or other obligations of police officers are pending at the time the officer makes contact with the person unlawfully camping or storing camp facilities or property on public property.

(Ord. No. [4501](#), § 1, 11-19-24)

8.09.050 Unlawful use of fires.

It shall be unlawful for any person to build any fire or maintain open flames for any purpose on public property except in designated areas in parks when parks are open.

(Ord. No. [4443](#), § 2, 10-18-22; Ord. No. [4501](#), § 1, 11-19-24)

8.09.060 Unlawful environmental damage to public property.

It shall be unlawful for any person to do the following on public property, unless expressly permitted or otherwise authorized by the city:

1. Dump, throw, deposit, or discharge any pollutant;
2. Deposit urine or feces into or onto a place other than a receptacle intended for the deposit of urine or feces;
3. Destroy or alter vegetation through cutting, clearing, grading, or harvesting;
4. Construct or create trails not expressly authorized by the city, or damage existing city trails;
5. Remove or excavate soil, sand, gravel, minerals, or organic matter of any kind; provided it shall not be unlawful to do so at a public park in areas intended for digging as a form of recreation;
6. Drain or increase the water level of a body of water, river, creek, or stream, or divert or impede water flow of any river, creek, or stream; or
7. Disturb wildlife dens, burrows, or nests.

(Ord. No. [4443](#), § 2, 10-18-22; Ord. No. [4501](#), § 1, 11-19-24)

8.09.070 Unlawful camp – Removal.

Upon a determination by the city that a camp has been established on public property in violation of this chapter, camp facilities and all other property, contraband, and pollutants shall be removed subject to the following provisions:

A. Immediate removal of unlawful camp. Unlawful camping on public property with sensitive or incompatible uses, including environmentally sensitive areas and on public property that has been improved and developed for a particular purpose, causes significant damage to the purpose and functionality of these areas. For these reasons, if an unlawful camp is on public property described in this subsection (A), the city may immediately remove any property, camp facilities, and all other

contraband, pollutants, and waste and store it or dispose of it as set forth in subsection (C) of this section; provided, the owner shall be provided an opportunity to immediately remove the property if present or if they arrive during the removal of the property. The following are designated as public property with sensitive or incompatible uses:

1. Portions of parks that are developed, improved, or maintained for a specified purpose, such as but not limited to recreational structures, picnic shelters, play fields, areas designated or maintained for spectators of events, open fields or maintained grassy areas, designated off-leash dog areas, restrooms, sidewalks, golf courses, designated trails, and parking lots.
2. Critical areas and water supply properties that are owned by the city for the purposes of producing, pumping, storing, treating, and protecting domestic drinking water sources.
3. City-owned buildings, parking lots, and appurtenances used to conduct the business of the city, including, but not limited to, City Hall, the Centennial Center, and the Annex Building located to the east of the Centennial Center; Kent Police Station and police substations; Kent Municipal Court, Kent Corrections Facility, and its Program Annex Building; Kent East Hills Operations Center; Kent Municipal Building at Centerpoint; Kent Senior Center; Kent Commons; Riverbend Golf Complex; public works and parks shops properties; the police and fire station and training center located at 24611 116th Ave. SE, Kent, WA 98030; and the accesso Showare Center.
4. Streets and sidewalks.
5. Properties owned by the city that are not open to the public and which are posted with signs prohibiting trespass.

B. *Removal of unlawful camp following posted notice.* For all unlawful camps on other public property, the following shall occur:

1. At least 48 hours before the removal of the camp facilities or other property, the city will post a notice to remove property containing:
 - a. The requirement to remove the camp facilities or other property within the designated time period.
 - b. Information on the process individuals camping or storing personal property within the camp area may use to petition for a reasonable amount of additional time to leave the camp area and remove their property.

c. Information regarding the availability of assistance from social services and available overnight shelter options.

2. If the camp facilities or other property, contraband, pollutants, and waste remain at the end of the notice period set forth in subsection (B)(1) of this section, it may be removed by the city; provided, the owner shall be provided an opportunity to immediately remove the property if they arrive during the city's removal of the property and do not unreasonably delay the city's removal of the property.

C. Storage of property associated with an unlawful camp.

1. In the event the city removes the camp facilities or other property in accordance with this section, the city will attempt to determine the owner of any property of obvious value (e.g., legal documents, personal papers, government identification, labeled medications), will arrange for storage of the property, and will attempt to provide notice to the owner of the property as to how they may claim the property.

2. The city will not store property that it has reasonable grounds to believe is stolen or illegal to own or possess, nor shall the city be required to store property that is hazardous to health or safety, perishable, or of no apparent value.

(Ord. No. [4443](#), § 2, 10-18-22; Ord. No. [4501](#), § 1, 11-19-24)

8.09.080 Penalties.

A. Except as otherwise provided, a violation of any of the provisions of this chapter is a misdemeanor.

B. Fines shall not be imposed as a penalty for a violation of any of the provisions of this chapter.

C. The city will not object to the entry of a deferred prosecution pursuant to Chapter [10.05](#) RCW if eligible, nor will the city object to the court entering a deferred sentence for violations of this chapter in all cases where: (1) a licensed or certified medical professional or certified agency recommends mental health or substance use disorder treatment; (2) the defendant agrees to comply with, and the court orders the defendant to comply with, the treatment plan recommended by the medical professional or certified agency as a condition of the deferred sentence; and (3) the defendant understands and agrees that the court will revoke any deferred sentence if the offender fails to comply with any of the terms of the deferred sentence.

D. The city will also not object to a future request by an individual to vacate a record of conviction for any conviction related to an offense prosecuted under this chapter.

(Ord. No. [4443](#), § 2, 10-18-22; Ord. No. [4501](#), § 1, 11-19-24)

The Kent City Code is current through Ordinance 4547, passed August 18, 2026.

Disclaimer: The City Clerk's Office has the official version of the Kent City Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://www.kentwa.gov/>

City Telephone: (253) 856-5725

Codification services provided by [General Code](#)

Chapter 9.50

LOITERING

Sections:

- 9.50.010** **Definitions.**
- 9.50.020** **Order to disperse.**
- 9.50.030** **Camping.**

9.50.010 Definitions.

For the purpose of this chapter, the following definitions shall apply:

- A. “Loitering” means remaining idle in essentially one location and includes the concept of spending time idly, to be dilatory, to linger, to stay, to saunter, to delay, to stand around, and also includes the colloquial expression “hanging around.”
- B. “Public place” means any place to which the general public has access and a right to resort for business, entertainment, or other lawful purpose but does not necessarily mean a place devoted solely to the uses of the public. It also includes the front or immediate area of any store, shop, restaurant, tavern or other place of business and also public grounds, areas or parks. (Ord. 5682 § 1, 2002.)

9.50.020 Order to disperse.

- A. Unless the activity is permitted by the city pursuant to this code, it is unlawful for any person to:
 - 1. Obstruct any public street, public highway, public sidewalk or any other public place or building by hindering or impeding or tending to hinder or impede the free and uninterrupted passage of vehicles, traffic or pedestrians;
 - 2. Be on any public street, public highway, public sidewalk or any other public place and intentionally obstruct the use of property or access to any lawfully conducted business during the normal operating hours of that business.
- B. When any person violates subsection [A](#) of this section, a law enforcement officer may order that person to stop the violating activity and to move on or disperse. Any person who fails or refuses to obey such orders is guilty of a misdemeanor punishable by a maximum of 90 days in jail and/or a \$1,000 fine. (Ord. 6781 § 3, 2020; Ord. 5682 § 1, 2002.)

9.50.030 Camping.

- A. *Camping Prohibited.* It is unlawful for any person to camp, occupy camp facilities or use camp paraphernalia on city property, except as set forth in subsection [C](#) of this section.
- B. *Storage of Camping Facilities and Paraphernalia Prohibited.* It is unlawful for any person to store camp facilities and camp paraphernalia on city property, except as otherwise provided by ordinance.
- C. *Exceptions.* The prohibitions contained in subsections [A](#) and [B](#) of this section shall not apply if:
1. The person is camping or using camp paraphernalia or camp facilities at a Game Farm Park Campground site after paying the required fees; or
 2. The person is camping or using camp paraphernalia or camp facilities as permitted under this subsection:
 - a. The director of the parks, arts, and recreation department may but shall not be required to permit persons to camp, occupy camp facilities, use camp paraphernalia, or store personal property in parks property as defined in Chapter [2.22](#) ACC and as listed in the park inventory portion of the parks, recreation and open space plan, within the city's comprehensive plan.
 - b. The director of the parks, arts, and recreation department may approve a permit for camping on city park property if the director finds, based upon a permit application and information otherwise obtained, that:
 - i. Adequate sanitary facilities are provided and accessible at or near the camp site;
 - ii. Adequate trash receptacles and trash collection will be provided;
 - iii. The camping activity will not unreasonably disturb or interfere with the peace, comfort and repose of park users or adjacent or nearby private property owners;
 - iv. The camping activity is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or to create a disturbance;
 - v. Any tent or shelter being used will provide an unobstructed view through such tent or shelter from at least two sides; and
 - vi. Allowing the camping is in the public interest.
 - c. The director of the parks, arts, and recreation department is authorized to promulgate rules and regulations regarding the implementation and enforcement of this chapter.
 - d. Seven days is the maximum period of time a permit may authorize camping on city property.

- e. Any person denied a permit may appeal the denial to the hearing examiner in the manner described in Chapter [2.46](#) ACC and ACC [15.07.130](#) with the director of the parks, arts, and recreation department serving the role of the building or fire official in that code.

D. *Definitions.* For this section, the following shall apply:

1. "City property" as used in this section means all improved and unimproved real property owned or leased by the city of Auburn, and all city of Auburn easements, including but not limited to all portions of city parks, as defined in Chapter [2.22](#) ACC, city buildings, rights-of-way, city parking lots, and city environmentally sensitive areas as defined in ACC [16.06.065](#). City property shall not include:
 - a. Religious organization property subject to RCW [35A.21.360](#);
 - b. City utilities or utility property identified in ACC Title [13](#); or
 - c. Airport property or areas identified in Chapter [18.04](#) ACC.

Camping or trespassing on any city utility property identified in ACC Title [13](#) shall be regulated by that title. Camping or trespassing on Auburn Municipal Airport properties or areas identified in Chapter [18.04](#) ACC shall be regulated pursuant to ACC [9.96.900](#) and/or Chapter [9A.52](#) RCW, as applicable.

2. "Camp" or "camping" means to pitch, create, use, or occupy camp facilities for the purposes of habitation, living accommodation, or dwelling, as evidenced by the storage of personal belongings in "camp facilities" or the use of "camp paraphernalia."
3. "Camp facilities" include, but are not limited to, tents, tarps configured for shelter, huts, and temporary shelters. "Camp facilities" does not include shelters when used temporarily in a park for recreation or play, consistent with Chapter [2.22](#) ACC, during hours when the park is open to the public.
4. "Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, or non-city-designated cooking facilities and similar equipment.
5. "Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

E. *Penalties and Enforcement.*

1. A violation of this section is a misdemeanor punishable by 90 days in jail and/or a \$1,000 fine.
2. When any police officer or city official has probable cause to believe that any person has violated this section, the officer or official may:
 - a. Order such person to immediately leave the property where the violation is occurring. Subject to subsection [\(C\)\(1\)](#) of this section, any person refusing to comply with such an order or returning to the property on the same calendar day as such an order is subject to prosecution for criminal trespass pursuant to Chapter [9A.52](#) RCW and/or ACC [9.96.900](#); and

- b. Issue the person a written admonishment excluding them from the property where the violation is occurring for a period up to one year from the issue date. Subject to subsection [\(C\)\(1\)](#) of this section, persons who return to the property within the admonishment period are subject to prosecution for criminal trespass pursuant to Chapter [9A.52](#) RCW and/or ACC [9.96.900](#).
3. Admonishments issued under this section:
 - a. Are valid and effective whether or not the excluded person is charged, tried or convicted of any crime or infraction;
 - b. Are valid and effective even if the admonished person refuses a copy of the admonishment; provided, that the issuing city official reasonably notifies the admonished person of the admonishment period, place(s) of exclusion and appeal process under this section;
 - c. Are valid and effective for the admonishment period unless and until shortened or rescinded by an official ruling after appeal in this section;
 - d. May be based upon observations by city officials and/or police officers, or upon civilian reports that an official or officer could reasonably rely on in determining probable cause; and
 - e. Shall include a statement of the appeal rights in this section and a form for appealing the admonishment as provided by this section.
4. Persons receiving admonishments under this section may appeal the admonishment. Any such appeal must:
 - a. Be in writing, either on the form referenced in this section or in a writing including at least the person's name, the involved property location and the approximate admonishment date to enable processing of the appeal;
 - b. Be received by the city clerk or postmarked within 14 calendar days of the person's receiving the admonishment; and
 - c. Be under oath and include all facts that the excluded person believes supports a shortening or rescinding of the admonishment.
5. Admonishment appeals under this section involving city parks shall be processed according to ACC [2.22.240](#). Otherwise, the director of community development or designee shall review the appeal and issue a ruling upholding, rescinding or shortening the admonishment within 14 calendar days of receiving the appeal. The director or designee may consider the admonishment and any other relevant and trustworthy submitted written materials in deciding the appeal. The admonishment shall be upheld if supported by a preponderance of evidence. The ruling may be transmitted to the excluded person by mail, in person, electronically, or by any other method specified by the person or reasonably likely under the circumstances to give notice.

6. The appeal process in this section cannot be used to appeal any criminal penalties imposed by a court under this section or any other law. (Ord. 6950 § 2 (Exh. A), 2024; Ord. 6938 § 1 (Exh. A), 2024; Ord. 6817 § 4, 2021; Ord. 6781 § 4, 2020.)

The Auburn City Code is current through Ordinance 7023, passed July 6, 2026.

Disclaimer: The city clerk's office has the official version of the Auburn City Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.auburnwa.gov](http://www.auburnwa.gov)

[Hosted by ICC Code Solutions.](#)

15.48.040 - Sitting or lying down on public sidewalks in downtown and neighborhood commercial zones

- A. Prohibition. A person shall not sit or lie down upon a public sidewalk, or upon a blanket, chair, stool, or any other object placed upon a public sidewalk, during the hours between 7 a.m. and 9 p.m. in the following zones:
1. The Downtown Zone, defined as the area bounded by the Puget Sound waterfront on the west, South Jackson Street on the south, Interstate 5 on the East, and Denny Way and Broad Street on the North;
 2. Neighborhood Commercial Zones, defined as areas zoned as Pioneer Square Mixed (PSM), International District Mixed (IDM), Commercial 1 (C1), Commercial 2 (C2), Neighborhood Commercial 1 (NC1), Neighborhood Commercial 2 (NC2), and Neighborhood Commercial 3 (NC3).
- B. Exceptions. The prohibition in subsection 15.48.040.A shall not apply to any person:
1. Sitting or lying down on a public sidewalk due to a medical emergency;
 2. Who, as the result of a medically-confirmable disability, uses a wheelchair, walker, or similar movement-supporting device for mobility purposes;
 3. Operating or patronizing a commercial establishment conducted on the public sidewalk according to a Street Use or other applicable permit; or a person participating in or attending a parade, festival, performance, rally, demonstration, meeting, or similar event conducted on the public sidewalk according to a Street Use or other applicable permit;
 4. Sitting on a chair or bench located on the public sidewalk supplied by a public agency or by the abutting private property owner;
 5. Sitting on a public sidewalk within a bus stop zone while waiting for public or private transportation.

None of these exceptions shall be construed to permit conduct that is prohibited by Section 12A.12.015, Pedestrian interference, or Chapter 14.06, Unfair Public Accommodations Practices.

- C. A person shall not be cited under Section 15.48.040 unless the person engages in conduct prohibited by Section 15.48.040 after having been notified by a law enforcement officer that the conduct violates this Section 15.48.040.

(Ord. 124159, § 33, 2013; Ord. 117103, § 2, 1994; Ord. 116885, § 1, 1993.)

9.85.150 Unlawful public camping and storage.

(1) Findings and Legislative Purpose.

- (a) City of Burien public property is harmed, and public access to public property is diminished or impeded by camping on public property, public street rights-of-way, or public facilities.
- (b) Camping and unlawful storage on public property disrupts pedestrian and vehicular traffic, businesses, and governmental functions, adding to municipal responsibilities and expenses while detracting from other governmental priorities.
- (c) Based on law enforcement estimates, significant increases in crime, calls-for-service, and adverse impacts occur in or around encampments.
- (d) Allowing camping can result in fewer people who need assistance seeking and obtaining that assistance.
- (e) Burien adopts this ordinance's recitals as findings of fact.

(2) Camping and Storage Prohibition. It shall be unlawful for any person to camp or store items on public property in Burien at any time.

(3) Limited Law Enforcement Discretion.

- (a) There is no requirement that beds, housing, shelter, or treatment be available, offered, or sought before enforcement of this section; however, law enforcement may offer the same to a person camping on public property, and if the person accepts the offer or agrees to "camp" off of public property, that person may not be arrested under this section unless they continue to or insist on unlawfully storing items on public property.
- (b) This provision does not require Burien, its employees, or contractors to provide said services and does not create a right to services for anyone.

(4) Definitions.

- (a) "Camp" or "camping" means to reside or sleep on public property with or without the use of huts, lean-tos, tents, temporary shelters, vehicles, or equivalents or as evidenced by the use of beds, blankets, cots, hammocks, mattresses, sleeping bags, tarpaulins, or equivalents, or cooking tools or fire. "Camp" or "camping" shall not mean the authorized use of Burien's or a governmental entity's public property.
- (b) "Public property" means all property in which the city of Burien or another governmental entity has a property interest (i.e., control, easement, lease, ownership, possessory interest, or rental), including, without limitation, beaches, critical areas, easements, forests, green belts, or tree tracts, parks, open spaces, pools, public sidewalks and streets, public facilities, public squares, public schools and associated athletic facilities, roads, and parking lots.
- (c) "Store" or "storage" means, without limitation, accumulating, keeping, leaving, or maintaining personal property for camping on public property for future use or safekeeping. "Store" or "storage" shall not mean the authorized storage of personal property on Burien's or a governmental entity's public property, or unoccupied vehicles, including campers, trailers, and recreational vehicles lawfully parked on a public street right-of-way.
- (d) "Street" or "public street" means, without limitation, any publicly owned alley, boulevard, easement, highway, lane, median, right-of-way, road or roadway, sidewalk, and all public property designated or used for public travel or parking.

(5) Implementation. The King County sheriff deputy serving as Burien's chief of police, subject to the Burien city manager's written approval, is hereby authorized to adopt administrative policies and procedures for implementing this chapter. The city manager shall be guided by Burien's interpretation of applicable federal and state law, the reasonable deference due to law enforcement's expertise, the safety and dignity of those impacted, and the need to protect public and private property in the city of Burien.

(6) Misdemeanor. Violation of this section is a misdemeanor and may be subject to a criminal deferral. To the degree permitted by law, fines and/or penalties may be waived in the court's reasonable judgment upon a reasonable showing of need. [Ord. 864 § 1, 2025]



FY 2026 CoC NOFO

Local Competition Rating and Ranking Process

Local Competition and Merit-Based Prioritization

The CoC is committed to a fair, open, and competitive funding process that is data-driven, transparent, and merit-based. All eligible applicants - including new providers, existing subrecipients, and organizations serving specialized populations - are encouraged to apply.

Projects will be evaluated based on:

- Objective performance data
- Demonstrated outcomes
- Alignment with HUD priorities and CoC goals

Minimum point distributions:

- At least 50% of total points are based on objective criteria, **and**
- At least 25% are based on system performance measure

Local Process Overview

- Step 1: Project Threshold Review in accordance with published criteria in the NOFO.
- Step 2 (Renewals, Transitions, or YHPD Replacement projects only): Data-Based Rating Review¹
- Step 3: (All Projects) Application-Based Rating Review
- Step 4: [Local Ranking](#)

¹¹ For renewal and transition or YHDP replacement projects, HMIS data will be pulled for the operating period 4/1/25 to 3/31/26.

Threshold Criteria

The Collaborative Applicant will conduct a threshold review – inclusive of project eligibility and project component-specific criteria – of each renewal, transition, YHPD replacement, and new project application prior to submission to the rating panel. These thresholds all stem from specific requirements in the NOFO that must be reflected in the local process. All applicants will be required to affirm and provide supporting documentation to the “Project Eligibility” questions below, and each application must also meet the project component type thresholds listed below for the corresponding project component submitted.

Under *King County v Turner* 2:25-cv-00814-BJR a preliminary injunction has been extended to King County and KCRHA, as well as all continuum members, enjoining HUD from imposing or enforcing certain new grant conditions related to anti-discrimination law, immigration enforcement, immigration status verification, “gender ideology,” abortions, and compliance with Executive Orders. Consistent with the preliminary injunction, certifications or attestations related to such conditions are struck below and are not required of applicants to this funding opportunity while the preliminary injunction remains in effect.

Project Eligibility

The published NOFO requires certain conditions be met for a project to be eligible for funding. Pursuant to those requirements, applications that do not fully meet these thresholds may not be considered, may not be reviewed by the rater panel, and may risk funding recommendation.

Applicants who do not affirmatively answer “Yes” to all questions below (excluding those currently enjoined) may risk funding eligibility.

1. **Required:** Is your organization eligible to receive federal funding (i.e nonprofit organization (including faith-based organizations), state, local government, instrumentality of state and/or local governments, Indian Tribes or Tribally Designated Housing Entities)?
☐ Yes ☐ No
2. **Required:** Does your organization have the financial and management capacity to carry out the project as detailed and administer federal funds as demonstrated by the administration/operation of one of the following (check yes to each that apply):
 - Continuum of Care award or subaward: ☐ Yes ☐ No

- Award from the State of Washington: ☐ Yes ☐ No
 - Project funded by KCRHA, King County, or the City of Seattle: ☐ Yes ☐ No
 - Project funded by another local municipality (provide name of municipality) (verified through information provided in the application and reviewed by rating panel): ☐ Yes: _____ ☐ No
 - Homelessness services project similar to projects eligible to receive CoC funds (verified through information provided in the application and reviewed by rating panel): ☐ Yes ☐ No
 - Applicant has a fiscal sponsor with demonstrated success administering CoC funds (verified through information provided in the application and reviewed by rating panel): ☐ Yes ☐ No
3. **Required:** Does the project affirm to only serve populations meeting the definition of "homeless" in [24 CFR 578.3](#), including the definition of "homeless" under section [103\(b\) of the McKinney- Vento Homeless Assistance Act](#)?
☐ Yes ☐ No
- ~~4. **Required:** The project will not engage in illegal racial discrimination. This is consistent with the requirements of [2](#).³
☐ Yes ☐ No~~
5. **As Required by HUD per the FY26 CoC NOFO:** The project applicant will not operate drug injection sites or "safe consumption sites" in violation of 21 U.S.C. 856(a)(1), knowingly permit the use or distribution of illicit drugs on property under their control in violation of 21 U.S.C. 856(a)(2), or knowingly distribute drug paraphernalia in violation of 21 U.S.C. 863. This is consistent with the objectives outlined in Section III.B HUD FY26 CoC NOFO and is consistent with the requirements of 2 CFR 200.300(a).

This certification is not a requirement that program participants must be sober in order to receive assistance, participate in treatment in order to receive assistance, or be evicted or exited from assistance for a first-time violation of a drug-related program policy or lease requirement.

☐ Yes ☐ No

³ This certification is not required under the *King County v. Turner* preliminary injunction.

Transitional Housing

New TH projects must get at least 6 out of 8 points in the Threshold Review:

- **2 points:** Demonstrate that the project will provide and/or partner with other organizations to provide eligible supportive services that are necessary to assist program participants to obtain and maintain housing (i.e., case management, behavioral healthcare, employment training, etc.)
- **1 point:** The applicant has prior experience operating transitional housing or other projects that have successfully helped homeless individuals and families exit homelessness within 24 months or has a plan in place to ensure homeless individuals and families will exit homelessness within 24 months.
- **1 point:** The applicant has previously operated or currently operates transitional housing or another homelessness project, or has a plan in place to ensure that at least 50 percent of participants exit to a positive destination within 24 months and at least 50 percent of participants exit with employment income as reflected in HMIS or another data system used by the applicant.
- **1 point:** The project will be supplemented with resources from other public or private sources, that may include mainstream health, social, and employment programs such as Medicare, Medicaid, SSI, and SNAP.
- **2 points:** Describe how the proposed project will:
 - assess the service needs of program participants,
 - and provide individualized services for program participants during their time in Transitional Housing that will result in **at least 20 hours per week** of engagement in services, activities or employment for all program participants, except for a program participant over age 62 or who is an individual with handicaps as defined in [24 CFR 8.3](#) or a with a developmental disability as defined under [24 CFR 578.3](#) (examples of services or activities include case management, counseling, treatment, volunteering, work therapy, education, job training, community building activities, etc.) Employment may contribute to the 20 hours per week of engagement. The project description provided here does not constitute a reporting or documentation requirement.
 - Indicate that the proposed project will create service plans for each program participant that include:
 - the services to be provided, when and how often services will be provided, by whom all services will be provided;
 - program participant goals, strategies for achieving those goals, and target dates for achievement to focus on improved health and wellness, housing stability, and increased employment income leading to financial stability and self-sufficiency.
- **1 point:** Demonstrate the average cost per household served for the project is reasonable. [2 CFR 200.404](#).

Supportive Services Only (SSO) Standalone

New SSO Standalone projects must get at least 4 out of 5 points in the Threshold Review:

- **1 point:** The Supportive Services project is necessary to assist people in exiting homelessness, addressing barriers to stable housing (e.g., substance use disorder, unemployment, childcare, etc.) and increasing self-sufficiency and the Recipient will conduct an annual assessment of the service needs of the program participants.
- **2 points:** The proposed project has a strategy for providing supportive services to eligible program participants including those with histories of unsheltered homelessness and those who do not traditionally engage with supportive services.
- **1 point:** The project will be supplemented with resources from other public or private sources, that may include mainstream health, social, and employment programs such as Medicare, Medicaid, SSI, and SNAP.
- **1 point:** Demonstrate the average cost per household served for the project is reasonable. [2 CFR 200.404](#).

Supportive Services Only (SSO) Street Outreach

New SSO Street Outreach projects must get at least 5 out of 6 points in the Threshold Review:

- **1 point:** The project will be supplemented with resources from other public or private sources, that may include mainstream health, social, and employment programs such as Medicare, Medicaid, SSI, and SNAP.
- **2 points:** The proposed project has a strategy for providing supportive services to eligible program participants including those with histories of unsheltered homelessness and those who do not traditionally engage with supportive services.
- **1 point:** Demonstrate that the applicant has a history of, or a plan for, partnering with first responders and law enforcement to engage people living in places not meant for human habitation to access emergency shelter, treatment programs, reunification with family, transitional housing or independent living. The applicant must cooperate and not interfere or impede with the enforcement of local laws such as public camping and public drug use laws and assist/be willing to assist first responders in their efforts to engage homeless individuals.

- **1 point:** The applicant has experience providing outreach services, or a plan for providing outreach services, consistent with the activity description at [24 CFR 578.53\(e\)\(13\)](#) and has a plan for or has demonstrated effectiveness at helping people successfully exit from places not meant for human habitation to emergency shelter, treatment programs, transitional housing or permanent housing programs.
- **1 point:** Demonstrate the average cost per household served for the project is reasonable. [2 CFR 200.404](#).

SSO-Coordinated Entry (SSO-CE)

New SSO-CE projects must get at least 3 out of 4 points in the Threshold Review:

- **1 point:** The Coordinated Entry system is easily available and reachable for all persons within the CoC's geographic area who are seeking homelessness assistance. The system must also be accessible for persons with disabilities within the CoC's geographic area.
- **1 point:** There is a strategy for advertising that is designed specifically to reach households experiencing homelessness with the highest needs.
- **1 point:** There is a standardized assessment process.
- **1 point:** The project will ensure program participants are directed to appropriate housing and services that fit their needs.

Rapid Rehousing (RRH)

New RRH projects must get at least 4 out of 6 points in the Threshold Review:

- **1 point:** The provision of tenant-based rental assistance will help individuals and families achieve self-sufficiency within 24 months.
- **2 points:** The type of supportive services and assistance that will be offered to program participants (e.g., case management, substance use treatment, mental health treatment, and employment assistance) will ensure that the participant is able to successfully obtain self-sufficiency and exit homelessness.
- **1 point:** The applicant has previously operated or currently operates a homelessness project where, or has a plan in place to have, at least 50 percent of participants exit to permanent housing within 24 months and at least 50 percent of participants exit with employment income as reflected in HMIS or another data system used by the applicant, or has a plan in place to ensure this.
- **1 point:** Demonstrate the average cost per household served for the project is reasonable. [2 CFR 200.404](#).

- **1 point:** The project will be supplemented with resources from other public or private sources, that may include mainstream health, social, and employment programs such as Medicare, Medicaid, SSI, and SNAP.

Homelessness Management Information System (HMIS)

New HMIS projects must get at least 3 out of 4 points in the Threshold Review:

- **1 point:** How the HMIS funds will be expended in a way that furthers the CoC's HMIS implementation.
- **1 point:** The HMIS collects all Universal Data Elements as set forth in the HMIS Data Standards
- **1 point:** The ability of the HMIS to un-duplicate client records.
- **1 point:** The HMIS produces all HUD-required reports and provides data as needed for HUD reporting (e.g., APR, quarterly reports, data for CAPER/ESG reporting) and other reports required by other federal partners.

Rating Process

Projects will be reviewed, scored, and ranked using a transparent, merit-based methodology grounded in HUD priorities and local system goals.

All projects (Renewal, Transition/YHDP Replacement, and New) will be:

- Scored using standardized criteria:
 - Permanent Supportive Housing (PSH) and Safe Havens (SH), Rapid Rehousing (RRH), and Transitional Housing (TH) and Supportive Services Only (SSO) will have varying totals based on project type.
 - Joint Component projects will have the score for the RRH and TH components averaged.
- Ranked based on total score and alignment with HUD priorities and the local CoC system goals.
- Placed into funding tiers (Tier 1 and Tier 2) using the methodology detailed in the [Local Ranking Process](#) below

This process ensures that funding decisions:

- Improve system outcomes
- Promote competition and access to CoC funding
- Reward strong performance

Renewal Rating Criteria

RENEWAL PROJECT CRITERIA			Maximum Scores		
Criteria	Metric and Point Allocation	Source	PSH/SH 125	RRH 123	TH/SSO 120
Exits to Permanent Housing	PSH: % remaining in PSH or exited to a PH situation (zero points if less than 45%). Full points to meet/exceed system target of 90% RRH: % moving to PH (zero point if less than 50%). Full points to meet/exceed system target of 85% TH/SSO: % moving to PH (zero points if less than 50%). Full points to meet/exceed system target of 85%. 10 points: Meets or exceeds 5 points: Nearing goal. RRH/TH/SSO with no exits in time period. 0 points: Does not meet expectations	HMIS	10	10	10
Housing Retention	85% or more remain stably housing in PSH or SH for 2+ years or more. 5 points: Meets or exceeds No partial scores	HMIS	5	n/a	n/a
Exit to Unsubsidized Housing	Demonstrate that at least 20% of participants who exit from TH/RRH/SSO exit to unsubsidized housing. 5 points: At least 20% of participants that exit, exit to unsubsidized housing. 0 points: Less than 20% if participants exit, exit to unsubsidized housing OR no households exited in the time period.	HMIS	n/a	5	5
Unknown Exits	Extent to which participants exit to a known destination. 5 points: Less than 5% of clients that exit to "unknown" OR no households exited during the time period. 0 points: More than 5% exit to "unknown".	HMIS	5	5	5

Returns to Homelessness	The extent to which persons who exit homelessness to permanent housing destination return to homelessness meets or exceeds system target for program and population type. For youth serving programs the standard is 5% across all project types. For non-youth programs the standard is 8% for TH and ES, and 3% for RRH and PSH. 10 points: Meets or exceeds system target OR no households exited during the time period. 5 points: Nearing system target. For youth serving programs the nearing 5-7% across all project types. For non-youth programs nearing is 8-10% for TH, RRH and SSO, and 3-5% for PSH/SH. 0 points: More than 7% for YYA serving programs across all project types. For non-youth programs is 10% for TH, RRH, and SSO, and 5% for PSH/SH.	HMIS	10	10	10
Exits with Earned Income	Extent to which adults in the program exit the program with employment income. 10 points: More than 20% exited with earned income. 5 points: Nearing system target - at least 19-10% exit with earned income OR no households exited during the time period. 0 points: Less than 10% of exits had earned income partial scores	HMIS	10	10	10
Exits with Non-Earned Income	Extent to which adults in the program exit with cash income from other sources (e.g. TANF, SSDI) or non-cash (e.g. EBT, Medicaid). 5 points: More than 95% exited with non-earned income. 3 points: Between 94-85% exited with non-earned income OR no households exited during the time period. 0 points: Less than 85% exited with non-earned income.	HMIS	5	5	5
Exits with No Financial Resources	Extent to which no more than 10% of participants exit with “no financial resources” (cash or non-cash).	HMIS	5	5	5

	5 points: Fewer than 10% exited with no income OR no households exited during the time period. No partial scores.				
Participants Served	Proportion of participants who, at entry, come from a homeless circumstance – excluding approved mobility transfers into PSH. 5 points: 100% of the population served coming from homelessness upon entry – excluding approved mobility transfers into PSH. No partial scores.	HMIS	5	5	5
HMIS Data Quality/Completeness	No more than 5% reported missing/not collected etc., for data in any element (excluding Name, SSN, HIV /AIDS status). 5 points: Less than 5% of universal data elements that are 'missing' - e.g. data not collected, client doesn't know, client refused. No partial scores	HMIS	5	5	5
Occupancy	Extent to which the project maintains capacity/occupancy. <u>Note:</u> RRH scores are determined by move-in rate. 5 points: Occupancy of 95% or more (RRH based on move-in rate) 3 points: Occupancy of 90-94% (RRH based on move-in rate) 2 points: Occupancy rate of 85-89% (RRH based on move-in rate) 0 points: Less than 85% occupancy (RRH based on move-in rate)	HMIS	5	5	5
Program Component Priority	Points based on component type: 5 points Permanent Supportive Housing Project 3 points: Rapid Rehousing 2.5 points: Joint Component Transitional Housing/Rapid Rehousing 2 points: Transitional Housing, Safe Haven, or Support Services Only	APR Review	5	3	2

Project Expenditures	Extent to which the project spent 100% of HUD funds. 5 points: Underspend is less than or equal to 5% 3 points: Underspend is 6% to 10% 1 points: Underspend is 11% to 20% 0 points: Underspend over 20%	APR Review	5	5	5
On Time Annual Performance Report	APR submitted in a timely manner. 5 points: APR submitted on time. No partial points.	APR Review	5	5	5
Program Population Priority	Full points based on the core target populations the program serves: 5 points: 100% of units/program dedicated/prioritizes Chronically Homeless Persons 3 points: 100% of units/program dedicated/prioritizes Unsheltered Persons 3 points: 100% of units/program operates as “Recovery Based” 3 points: 100% of units/program serve Elders, seniors and/or disabled persons 3 points: 100% of units/program serves Families with children 3 points: 100% of units/program serve Youth and Young Adults 3 points: 100% of units/program participants are fleeing Domestic Violence or Sex Trafficking	Application	5	3	3
Monitoring/Audit Results	Extent to which the project has open findings or recommendations. 5 points: No open findings or recommendations. No partial points	Application	5	5	5
Supportive Service Participation	Evidence of required engagement per 24 CFR 578.75(h). Except that consistent with 24 CFR 5.2005(b)(1) assistance may not be denied on the basis or as a direct result of the fact that the participant is or has been a victim of domestic violence, dating	Application	2	2	2

	violence, sexual assault, or stalking, if the participant otherwise qualifies for admission, assistance, participation, or occupancy. 2 points: Agency requires participants to engage in supportive services and provides evidence of required engagement in alignment 24 CFR 578.75(h) based on attached agreement OR proposed program exclusively serves victims of domestic violence, dating violence, sexual assault, or stalking. 1 point: Agency encourage participants to engage in supportive services but does not require it. 0 points: Agency does not require participants to engage in supportive services or does not provide evidence.				
Onsite Behavioral Health Treatment Supports	The project demonstrates clear evidence of onsite behavioral health treatment support, including a letter of agreement with the partner or team providing such services. 5 points: Applicant provides Letter or MOU demonstrate onsite behavioral health supports provided by a licensed behavioral health agency. 3 points: Applicant provides a plan for onsite behavioral health supports without formal agreement or is an outreach program with no onsite location. 0 points: Project does not provide onsite behavioral health supports OR provides evidence of support provided by an agency that is not a licensed behavioral health agency.	Application	5	5	5
Mainstream Benefit Supports	Extent to which the project connects participants to mainstream benefits programs. 5 points: program indicates at least one mainstream benefit program to which they connect participants. No partial points.	Application	5	5	5

Program Termination	Extent to which the program's service model demonstrates strategies to minimize program termination in full alignment with HUD standards and Continuum of Care best practices. 2 points: The program provides clear description and documentation that identifies a clear service model and supports minimizing program termination in alignment with HUD standards of trauma-informed, person-centered care. No partial points.	Application	2	2	2
Participant Feedback	Extent to which the programs solicits, collects and responds to participant feedback to inform and improve services. 2 points: The program solicits qualitative and quantitative feedback more than once a year and provides clear examples of how they have changed practices based on feedback and engagement. 1 point: The program solicits feedback once a year but does not provide examples of how they have changed practices based on feedback and engagement. No points: The program does not solicit or incorporate participant feedback	Application	2	2	2
Individuals Who Are Experiencing or Have Experienced Homelessness	Demonstrates meaningful inclusion of individuals who are experiencing or have experienced homelessness in organizational governance through dedicated and filled board representation. 2 points: The agency has a dedicated board seat for individuals who are experiencing or have experienced homelessness. No partial points.	Application	2	2	2

Advancing Public Safety	Demonstrates active collaboration and system integration with law enforcement, first responders, and outreach systems to support public safety, reduce unsheltered homelessness, and minimize trauma associated with living in unsheltered settings (including encampments). For housing projects (PSH, RRH, TH), responses should reflect how these partnerships support engagement of unsheltered individuals and safe transitions into housing. 2 points: The project provides clear, specific, and current evidence of partnerships with law enforcement and/or first responders. Includes Named partners (e.g., police departments, fire/EMS, outreach teams), description of regular coordination activities (e.g., case conferencing, joint outreach, encampment response) and examples of how these partnerships improve safety outcomes and reduce harm/trauma for unsheltered individuals and the broader community. No partial points.	Application	2	2	2
Braided Funding	The extent to which the project demonstrates secured or committed external funding that leverages housing or behavioral health resources. Required Documentation (must include at least one of the following): • Award letter(s) from recognized public funding sources such as: ○ Washington State Housing Finance Commission (WSHFC) ○ Public Housing Authority (PHA) ○ Office of Housing (OH) ○ Department of Community and Human Services (DCHS) • Executed or draft formal agreement with a Public Housing Authority (PHA) for Move-On vouchers	Application	10	10	10

	Other verifiable documentation confirming committed capital, operating, or service funding tied to housing stability or behavioral health services 10 Points: Award letter(s) (WSHFC, PHA, OH, DCHS) or executed Move-On voucher agreement Funding is committed and aligned. 5 Points: Draft agreement, LOI, or pending award, Credible but not finalized funding 0 Points: No documentation or funding is uncommitted/unrelated				
Geographic Diversity of Funds	The project has other fund sources that ensure services are provided throughout the county. Committed fund sources permit participant placements across multiple jurisdictions. 5 Points: Committed funding supports services countywide & enables placements across multiple jurisdictions 3 Points: Some committed funding, but limited geographic coverage. Cross-jurisdiction placements are partial or constrained 0 Points: No committed funding or restricted to a single jurisdiction.	Application	5	5	5

Transition or YHDP Replacement Rating Criteria

TRANSITION OR YHDP REPLACEMENT PROJECT CRITERIA			
Criteria	Metric and Point Allocation	Source	Maximum Score 123
Exits to Permanent Housing	PSH: % remaining in PSH or exited to a PH situation (zero points if less than 45%). Full points to meet/exceed system target of 90% RRH: % moving to PH (zero point if less than 50%). Full points to meet/exceed system target of 85% TH/SSO: % moving to PH (zero points if less than 50%). Full points to meet/exceed system target of 85%. 10 points: Meets or exceeds 5 points: Nearing goal. RRH/TH/SSO with no exits in time period. 0 points: Does not meet expectations	HMIS	10
Exit to Unsubsidized Housing	Demonstrate that at least 20% of participants who exit from TH/RRH/SSO exit to unsubsidized housing. 5 points: At least 20% of participants that exit, exit to unsubsidized housing. 0 points: Less than 20% if participants exit, exit to unsubsidized housing OR no households exited in the time period.	HMIS	5
Unknown Exits	Extent to which participants exit to a known destination. 5 points: Less than 5% of clients that exit to "unknown" OR no households exited during the time period. 0 points: More than 5% exit to "unknown".	HMIS	5

Returns to Homelessness	The extent to which persons who exit homelessness to permanent housing destination return to homelessness meets or exceeds system target for program and population type. For youth serving programs the standard is 5% across all project types. For non-youth programs the standard is 8% for TH and ES, and 3% for RRH and PSH. 10 points: Meets or exceeds system target OR no households exited during the time period. 5 points: Nearing system target. For youth serving programs the nearing 5-7% across all project types. For non-youth programs nearing is 8-10% for TH, RRH and SSO, and 3-5% for PSH/SH. 0 points: More than 7% for YYA serving programs across all project types. For non-youth programs is 10% for TH, RRH, and SSO, and 5% for PSH/SH.	HMIS	10
Exits with Earned Income	Extent to which adults in the program exit the program with employment income. 10 points: More than 20% exited with earned income. 5 points: Nearing system target - at least 19-10% exit with earned income OR no households exited during the time period. 0 points: Less than 10% of exits had earned income partial scores	HMIS	10
Exits with Non-Earned Income	Extent to which adults in the program exit with cash income from other sources (e.g. TANF, SSDI) or non-cash (e.g. EBT, Medicaid). 5 points: More than 95% exited with non-earned income. 3 points: Between 94-85% exited with non-earned income OR no households exited during the time period. No points: Less than 85% exited with non-earned income.	HMIS	5
Exits with No Financial Resources	Extent to which no more than 10% of participants exit with “no financial resources” (cash or non-cash). 5 points: Fewer than 10% exited with no income OR no households exited during the time period. No partial scores.	HMIS	5

Participants Served	Proportion of participants who, at entry, come from a homeless circumstance – excluding approved mobility transfers into PSH. 5 points: 100% of the population served coming from homelessness upon entry – excluding approved mobility transfers into PSH. No partial scores.	HMIS	5
HMIS Data Quality/Completeness	No more than 5% reported missing/not collected etc., for data in any element (excluding Name, SSN, HIV /AIDS status). 5 points: Less than 5% of universal data elements that are 'missing' - e.g. data not collected, client doesn't know, client refused. No partial scores	HMIS	5
Occupancy	Extent to which the project maintains capacity/occupancy. <u>Note:</u> RRH scores are determined by move-in rate. 5 points: Occupancy of 95% or more (RRH based on move-in rate) 3 points: Occupancy of 90-94% (RRH based on move-in rate) 2 points: Occupancy rate of 85-89% (RRH based on move-in rate) 0 points: Less than 85% occupancy (RRH based on move-in rate)	HMIS	5
Project Expenditures	Extent to which the project spent 100% of HUD funds. 5 points: Underspend is less than or equal to 5% 3 points: Underspend is 6% to 10% 1 points: Underspend is 11% to 20% No points for underspend over 20%	APR Review	5
On Time Annual Performance Report	APR submitted in a timely manner. 5 points: APR submitted on time. No partial points.	APR Review	5
Program Population Priority	Full points based on the core target populations the program serves: 3 points: 100% of units/program dedicated/prioritizes Unsheltered Persons 3 points: 100% of units/program operates as “Recovery Based” 3 points: 100% of units/program serve Elders, seniors and/or disabled persons	Application	3

	3 points: 100% of units/program serves Families with children 3 points: 100% of units/program serve Youth and Young Adults 3 points: 100% of units/program participants are fleeing Domestic Violence or Sex Trafficking		
Monitoring/Audit Results	Extent to which the project has open findings or recommendations. 5 points: No open findings or recommendations. No partial points	Application	5
Supportive Service Participation	Evidence of required engagement per 24 CFR 578.75(h). Except that consistent with 24 CFR 5.2005(b)(1) assistance may not be denied on the basis or as a direct result of the fact that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the participant otherwise qualifies for admission, assistance, participation, or occupancy. 2 points: Agency requires participants to engage in supportive services and provides evidence of required engagement in alignment 24 CFR 578.75(h) based on attached agreement OR proposed program exclusively serves victims of domestic violence, dating violence, sexual assault, or stalking. 1 point: Agency encourage participants to engage in supportive services but does not require it. 0 points: Agency does not require participants to engage in supportive services or does not provide evidence.	Application	2
Onsite Behavioral Health Treatment Supports	The project demonstrates clear evidence of onsite behavioral health treatment support, including a letter of agreement with the partner or team providing such services. 5 points: Applicant provides Letter or MOU demonstrate onsite behavioral health supports provided by a licensed behavioral health agency. 3 points: Applicant provides a plan for onsite behavioral health supports without formal agreement or is an outreach program with no onsite location. 0 points: Project does not provide onsite behavioral health supports OR provides	Application	5

	evidence of support provided by an agency that is not a licensed behavioral health agency .		
Mainstream Benefit Supports	Extent to which the project connects participants to mainstream benefits programs. 5 points: program indicates at least one mainstream benefit program to which they connect participants. No partial points.	Application	5
Program Termination	Extent to which the program's service model demonstrates strategies to minimize program termination in full alignment with HUD standards and Continuum of Care best practices. 2 points: The program provides clear description and documentation that identifies a clear service model and supports minimizing program termination in alignment with HUD standards of trauma-informed, person-centered care. No partial points.	Application	2
Participant Feedback	Extent to which the programs solicits, collects and responds to participant feedback to inform and improve services. 2 points: The program solicits qualitative and quantitative feedback more than once a year and provides clear examples of how they have changed practices based on feedback and engagement. 1 point: The program solicits feedback once a year but does not provide examples of how they have changed practices based on feedback and engagement. 0 points: The program does not solicit or incorporate participant feedback	Application	2
Individuals Who Are Experiencing or Have Experienced Homelessness	Demonstrates meaningful inclusion of individuals who are experiencing or have experienced homelessness in organizational governance through dedicated and filled board representation. 2 points: The agency has a dedicated board seat for individuals who are experiencing or have experienced homelessness. No partial points.	Application	2

Advancing Public Safety	Demonstrates active collaboration and system integration with law enforcement, first responders, and outreach systems to support public safety, reduce unsheltered homelessness, and minimize trauma associated with living in unsheltered settings (including encampments). For housing projects (PSH, RRH, TH), responses should reflect how these partnerships support engagement of unsheltered individuals and safe transitions into housing. <u>2 points:</u> The project provides clear, specific, and current evidence of partnerships with law enforcement and/or first responders. Includes Named partners (e.g., police departments, fire/EMS, outreach teams), description of regular coordination activities (e.g., case conferencing, joint outreach, encampment response) and examples of how these partnerships improve safety outcomes and reduce harm/trauma for unsheltered individuals and the broader community. No partial points.	Application	2
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Braided Funding	The extent to which the project demonstrates secured or committed external funding that leverages housing or behavioral health resources. Required Documentation (must include at least one of the following): • Award letter(s) from recognized public funding sources such as: ○ Washington State Housing Finance Commission (WSHFC) ○ Public Housing Authority (PHA) ○ Office of Housing (OH) ○ Department of Community and Human Services (DCHS) • Executed or draft formal agreement with a Public Housing Authority (PHA) for Move-On vouchers • Other verifiable documentation confirming committed capital, operating, or service funding tied to housing stability or behavioral health services 10 Points: Award letter(s) (WSHFC, PHA, OH, DCHS) or executed Move-On voucher agreement Funding is committed and aligned. 5 Points: Draft agreement, LOI, or pending award, Credible but not finalized funding 0 Points: No documentation or funding is uncommitted/unrelated	Application	10
Geographic Diversity of Funds	The project has other fund sources that ensure services are provided throughout the county. Committed fund sources permit participant placements across multiple jurisdictions. 5 Points: Committed funding supports services countywide & enables placements across multiple jurisdictions 3 Points: Some committed funding, but limited geographic coverage. Cross-jurisdiction placements are partial or constrained 0 Points: No committed funding or restricted to a single jurisdiction.	Application	5
Cost Effectiveness	Extent to which the program budget meets 2 CFR 200.404 standards. 5 points: Meets 2 CFR 200.404 standards No partial points.	Application	5

New Project Rating Criteria

NEW PROJECT CRITERIA		Maximum Score	
Criteria	Metric and Point Allocation	New - RRH 119	New – Other 118
Addressing System or Geographic Gaps	The proposed project addresses an identified geographic or system gap (accessing services, strengthening crisis response, and improving housing stability) as documented by the CoC's needs assessment, gap analysis, or other published system priorities. Reviewers will consider the extent to which the project: • Is located in, or specifically serves, areas identified as underserved; and/or • Expands capacity in service areas or program types identified as priority gaps. • Provides detail about the anticipated number of people housed and anticipates serving an underserved population. 10 points: The proposed services are clearly located in, or specifically designed to address, a documented geographic or system gap identified by the CoC. The application provides strong documentation and clearly demonstrates how the project expands capacity in a priority area or service type. 7 points: The proposed services partially address an identified geographic or system gap, or alignment with CoC priorities is evident but limited in scope, scale, or supporting documentation. 5 points: The proposed services demonstrate minimal or indirect alignment with identified geographic or system gaps and lack sufficient documentation or explanation of system impact. 0 points: The proposed services do not address an identified geographic or system gap or are located in areas with no documented unmet need.	10	10

Demonstration of Experience Operating Proposed Services	Demonstrates experience and expertise in providing proposed services. 5 points: Demonstrates experience of 4+ years with operating the same services proposed in the application. 3 points: Demonstrates 2-3 years providing services proposed, or demonstrates 4+ years of homelessness service provision but no direct experience with the services proposed in the application. 0 points: No prior experience providing homelessness services.	5	5
Staffing and Qualifications & Staffing Needs	Clearly explains how staff positions and their qualifications are designed to meet the needs of the program participants. 5 points: Staffing model and justifications are reasonable based on proposed number of households to serve. Minimum Recommendation for staffing: RRH and TH - staffing ratio is around 1 case manager to 15 households, SSO - staffing ratio is around 1 case manager to 20 households. 0 points: Staffing model is not reasonable and ratio of staff is below minimum required to provide quality services.	5	5
Partnerships & Coordination	Demonstrates collaboration and system integration with: - Housing & Healthcare Partnerships: Coordinates with housing and healthcare providers. - Law Enforcement & First Responder Collaboration: Especially for SSO-Street Outreach; supports public safety and encampment reduction. 5 points: Clear demonstration of partnerships with both healthcare/housing providers and Law Enforcement and First Responders. Proposal includes named partners within the sectors, and examples of collaboration with partners. 3 points: Clear demonstration of partnerships with both healthcare/housing providers or Law Enforcement and First Responders. Proposal includes named partners within the sectors, and examples of collaboration with partners. 0 points: Does not demonstrate ability to meet criteria. 1 bonus point for MOUs or other formal agreements with Healthcare and Housing	6	6

Service Approach and Methodology	Demonstrates a commitment to trauma-informed, person-centered approaches that maintain confidentiality and encourage wellbeing. 5 points: Applicant demonstrates excellence in their ability to utilize a trauma-informed and person-centered approach. Applicant provides policies, procedures and describes an agency culture that ensures the approaches will be used and improve client outcomes. 3 points: Applicant adequately addresses their ability to utilize a trauma-informed and person-centered approach. Applicant provides policies or procedures and describes an agency culture that ensures the approaches will be used and improve client outcomes. 0 points: Applicant does not meet and/or address their ability to utilize a trauma-informed and person-centered approach.	5	5
Returns to Homelessness	Strategy to support increased self-sufficiency of participants to reduce returns to homelessness. 10 points: Applicant provides strategy and data from similar program that demonstrates 3-5% return rate. 7 points: Applicant provides strategy data from similar program that demonstrates 6-10% return rate. 5 points: Applicant provides anecdotal evidence of prior ability to meet low returns but does not provide data to support it. 0 points: Does not demonstrate ability or strategy to increase self-sufficiency or participants to reduce returns to homelessness.	10	10
Employment Income Outcomes	Plan to achieve a gain of employment income for 50% of participants including examples and partnerships to support this goal. 10 points: Applicant provides exit data from similar program that demonstrates ability to meet 50% of participants who exit have employment income. 7 points: Provides exit data from similar program that demonstrates ability to meet 30% of participants who exit have employment income. 5 points: Provides anecdotal evidence of prior ability or plan to meet employment income measure but does not provide data to support it.	10	10

	0 points: Does not demonstrate ability to meet criteria.		
Exits to Permanent Housing	Clear plan to exit at least 50% of participants to permanent housing within 24 months. 10 points: Provides exit data from similar program that demonstrates ability to meet 50% exit to PH within 24 months. 7 points: Provides exit data from similar program that demonstrates ability to meet 30% exit to PH within 24 months. 5 points: Provides anecdotal evidence of prior ability or plan to meet exit criteria but does not provide data to support it. 0 points: Does not demonstrate ability to meet criteria.	10	10
HMIS & Data Management	Demonstrates previous experience or provides a detailed explanation of their knowledge and capacity to collect and manage Homeless Management Information System (HMIS) data. Has experience meeting reporting requirements for state, local, and/or federally funded programs, or demonstrates the ability to fulfill these requirements. 5 points: Agency has experience and/or capacity to utilize HMIS and manage sensitive participant data. Agency has capacity to meet reporting requirements. 3 points: Agency has no experience but has capacity to utilize HMIS and manage sensitive participant data. Agency has no capacity to meet reporting requirements. 0 points: Agency has no experience and no capacity to utilize HMIS and manage sensitive participant data. Agency has no capacity to meet reporting requirements.	5	5
Fiscal Management	Maintains a fiscal management system with checks and balances that adheres to Generally Accepted Accounting Principles (GAAP) to safeguard all awarded funds. If the applicant lacks fiscal management capabilities, they must identify a fiscal sponsor. 5 points: Applicant describes revenue, financial health, and financial management systems. Applicant has a fiscal management system which maintains checks and balances and follows Generally Accepted Accounting	5	5

	Principles to safeguard all funds that may be awarded under the terms of this funding opportunity. 3 points: If the applicant lacks fiscal management capabilities, a signed letter of agreement stating an appropriate fiscal sponsor is provided. 0 points: Applicant do not describe revenue, financial health, and financial management systems or does not have a system that maintains checks and balances and follows Generally Accepted Accounting Principles to safeguard all funds that may be awarded under the terms of this funding opportunity.		
Budget Justification	Provides a clear explanation for each budget item and its intended use. Budget items are logical and cost-effective, meets 2 CFR 200.404 standards. 5 points: Budget is logical and cost effective with items meeting 2 CFR 200.404 standards. 0 points: Budget is not logical, does not meet the needs of the clients or program, or does not meet 2 CFR 200.404 standards.	5	5
Match Requirement	Demonstrates the ability to meet the 25% match requirement for the funding. 5 points: Submitted budget includes eligible 25% match. 0 points: Submitted budget does not include a 25% match or match provided is not eligible.	5	5
Braided Funding	The extent to which the project demonstrates secured or committed external funding that leverages housing or behavioral health resources. Required Documentation (must include at least one of the following): • Award letter(s) from recognized public funding sources such as: ○ Washington State Housing Finance Commission (WSHFC) ○ Public Housing Authority (PHA) ○ Office of Housing (OH) ○ Department of Community and Human Services (DCHS) • Executed or draft formal agreement with a Public Housing Authority (PHA) for Move-On vouchers	10	10

	Other verifiable documentation confirming committed capital, operating, or service funding tied to housing stability or behavioral health services 10 Points: Award letter(s) (WSHFC, PHA, OH, DCHS) or executed Move-On voucher agreement Funding is committed and aligned. 5 Points: Draft agreement, LOI, or pending award, Credible but not finalized funding 0 Points: No documentation or funding is uncommitted/unrelated		
Geographic Diversity of Funds	The project has other fund sources that ensure services are provided throughout the county. Committed fund sources permit participant placements across multiple jurisdictions. 5 Points: Committed funding supports services countywide & enables placements across multiple jurisdictions 3 Points: Some committed funding, but limited geographic coverage. Cross-jurisdiction placements are partial or constrained 0 Points: No committed funding or restricted to a single jurisdiction.	5	5
Program Component Priority	Full points based on component type: 3 points: Rapid Rehousing for families with children 2 points: Transitional Housing, Support Services Only Standalone, Support Services Only Street Outreach, Coordinated Entry, HMIS	3	2
Program Population Priority	Full points based on the core target populations the program serves: 3 points: 100% of units/program dedicated/prioritizes Unsheltered Persons 3 points: 100% of units/program operates as “Recovery Based” 3 points: 100% of units/program serve Elders, seniors and/or disabled persons 3 points: 100% of units/program serves Families with children 3 points: 100% of units/program serve Youth and Young Adults 3 points: 100% of units/program participants are fleeing Domestic Violence or Sex Trafficking	3	2

Supportive Service Participation	Evidence of required engagement per 24 CFR 578.75(h). Except that consistent with 24 CFR 5.2005(b)(1) assistance may not be denied on the basis or as a direct result of the fact that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the participant otherwise qualifies for admission, assistance, participation, or occupancy. 2 points: Agency requires participants to engage in supportive services and provides evidence of required engagement in alignment 24 CFR 578.75(h) based on attached agreement OR proposed program exclusively serves victims of domestic violence, dating violence, sexual assault, or stalking. 1 point: Agency encourage participants to engage in supportive services but does not require it. 0 points: Agency does not require participants to engage in supportive services or does not provide evidence.	2	2
Onsite Behavioral Health Treatment Supports	The project demonstrates clear evidence of onsite behavioral health treatment support, including a letter of agreement with the partner or team providing such services. 5 points: Applicant provides Letter or MOU demonstrate onsite behavioral health supports provided by a licensed behavioral health agency. 3 points: Applicant provides a plan for onsite behavioral health supports without formal agreement or is an outreach program with no onsite location. 0 points: Project does not provide onsite behavioral health supports OR provides evidence of support provided by an agency that is not a licensed behavioral health agency.	5	5
Coordination with Mainstream Resources	Demonstrates partnerships with SOAR, SSI, SNAPs, Medicaid/Medicare: MOUs, referrals, co-enrollment. 5 points: Agency demonstrates partnerships or referral processes AND supplies letters, MOUs, or other formal agreements that demonstrate	5	5

	partnerships or referral processes with mainstream resources such as Medicaid, SNAP, SSI/SSDI 3 points: Demonstrates partnerships or referral processes with mainstream resources such as Medicaid, SNAP, SSI/SSDI, but no formal agreements. 0 points: Does not demonstrate partnerships or referral		
Demonstration of Commitment to Include Residents & Individuals Who Are Experiencing or Have Experienced Homelessness OR DV Bonus: Demonstration of inclusion of victim/survivor-centered practices	Partnership and Community Involvement Clearly describes how they will partner with residents and community members who have experienced homelessness. This includes actively involving these individuals in planning, implementation, and evaluation processes. Incorporation of Customer Voice Effectively communicates how they respond to customer feedback. This includes including the customer voice in the planning, implementation, and evaluation of services. Solicits qualitative and quantitative feedback more than once a year and provides clear examples of how practices have been adjusted based on this feedback. Board Representation The board includes dedicated seats for individuals who are experiencing or have experienced homelessness. OR DV Bonus Partnerships and Collaboration Clearly describes how they will partner with survivors and/or other community stakeholders with experience of homelessness and violence, including details on the nature of these partnerships. Customer Feedback Effectively communicates how they incorporate customer feedback into the planning, implementation, and evaluation of services.	5	5

	Victim-Centered Practices Clearly explains how the proposal addresses the housing and safety needs of survivors by adopting victim/survivor-centered practices such as Trauma-Informed Care, and Confidentiality. Demonstrates current adoption of victim-centered practices or provides a detailed plan for how they will integrate these practices. <u>5 points:</u> Demonstrates excellence in all and/or most of the criteria. <u>3 points:</u> Adequately addresses the criteria. <u>0 points:</u> Does not meet and/or address the criteria.		
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Rating Criteria Point Distribution Overview

RENEWAL PROJECTS					
	PH-PSH	RRH	TH/SSO		
Objective	0.776	0.7686	0.766		
25% System Performance	0.28	0.325	0.333		
	PSH, SH	RRH	TH/SSO	Objective Criteria	System Performance
Exits to Permanent Housing	10	10	10	x	x
Stability Bonus	5	0	0	x	
Exit to Unsubsidized Housing	0	5	5	x	x
Unknown Exits	5	5	5	x	
Returns to Homelessness	10	10	10	x	x
Exits with Earned Income	10	10	10	x	x
Exits with Non-Earned Income	5	5	5	x	
Exits with No Financial Resources	5	5	5	x	
Participants Served	5	5	5	x	
HMIS Data Quality/Completeness	5	5	5	x	
Occupancy	5	5	5	x	x
Program Component Priority	5	3	2	x	
Program Population Priority	5	3	3	x	
Project Expenditures	5	5	5	x	
On Time Annual Performance Report	5	5	5	x	
Monitoring/Audit Results	5	5	5	x	
Program Termination	2	2	2		
Participant Feedback	2	2	2		
Experiencing/Have Experienced Homelessness	2	2	2		

Advancing Public Safety	2	2	2		
Supportive Service Participation	2	2	2	x	
Onsite Behavioral Health Treatment Supports	5	5	5	x	
Mainstream Benefit Supports	5	5	5		
Braided Funding	10	10	10		
Geographic Diversity of Funds	5	5	5		
TOTAL	125	123	120		

TRANSITION/REPLACEMENT			
	All		
Objective	0.7377		
25% System Performance	0.3278		
	All	Objective Criteria	System Performance
Exits to Permanent Housing	10	x	x
Exit to Unsubsidized Housing	5	x	x
Unknown Exits	5	x	
Returns to Homelessness	10	x	x
Exits with Earned Income	10	x	x
Exits with Non-Earned Income	5	x	
Exits with No Financial Resources	5	x	
Participants Served	5	x	
HMIS Data Quality/Completeness	5	x	
Occupancy	5	x	x
Program Population Priority	3	x	
Project Expenditures	5	x	
On Time Annual Performance Report	5	x	

Monitoring/Audit Results	5	x	
Program Termination	2		
Participant Feedback	2		
Experiencing/Have Experienced Homelessness	2		
Advancing Public Safety	1		
Supportive Service Participation	2	x	
Onsite Behavioral Health Treatment Supports	5		
Mainstream Benefit Supports	5		
Cost Effectiveness	5	x	
Braided Funding	10		
Geographic Diversity of Funds	5		
TOTAL	122		

NEW PROJECTS				
	PH-RRH	Other		
Objective	0.5294	0.5254		
25% System Performance	0.2521	0.2542		
	PH-RRH	Other	Objective Criteria	System Performance
Addressing System or Geographic Gaps	10	10		
Demonstration of Experience Operating Proposed Services	5	5		
Staffing and Qualifications & Staffing Needs	5	5		
Partnerships & Coordination	6	6		
Include People Experience of Homelessness OR Inclusion of DV Survivors & Survivor-Centered Practice	5	5		
Service Approach & Methodology	5	5		

HMIS & Data Management	5	5	x	
Fiscal Management	5	5		
Budget Justification	5	5	x	
Match Requirement	5	5	x	
Braided Funding	10	10		
Geographic Diversity of Funds	5	5		
Coordination with Mainstream Resources	5	5	x	
Exits to Permanent Housing	10	10	x	x
Employment Income Outcomes	10	10	x	x
Returns to Homelessness	10	10	x	x
Supportive Service Participation	2	2	x	
Program Population Priority	3	3	x	
Onsite Behavioral Health Treatment Supports	5	5	x	
Program Component Priority	3	2	x	
TOTAL	119	118		

Local Ranking Process

Upon completion of project scoring by the designated rater panel, the ranking panel will convene to develop the final ranked order of all projects submitted for the FY26 Continuum of Care (CoC) Local Competition. Projects will be reviewed, scored, and ranked using the transparent, merit-based methodology discussed above and evaluated to ensure that HUD and local priorities are achieved. Coordinated Entry (CE) and HMIS projects are not rated, only ranked. To ensure critical system infrastructure, CE and HMIS are ranked in Tier 1.

The Ranking Panel will present its work to the Continuum of Care Board, which will approve the final Priority List.

Ranking Panel Composition

The ranking panel will consist of representatives of the CoC lead entity, local government partners, and people with lived and living experience. The ranking panel will include some members who were part of rating panels to ensure consistency with the scoring process.

Project Acceptance Criteria

1. To be considered for inclusion in the CoC Priority Listing, a project must:
2. Meet all HUD eligibility, threshold, and project quality requirements contained in the applicable Continuum of Care Notice of Funding Opportunity (NOFO).
3. Submit a complete application, including all required certifications, attestations, forms, and supporting documentation by established deadlines.
4. Demonstrate project viability, including sufficient organizational capacity, financial management systems, staffing, and operational readiness necessary to successfully implement the proposed project.
5. Demonstrate compliance with federal, state, and local requirements, including participation in HMIS or comparable databases, monitoring requirements, financial reporting, and other applicable grant conditions.
6. Be consistent with the goals, priorities, and strategic direction of the Continuum of Care and contribute to the overall effectiveness of the local homelessness response system.
7. Demonstrate that project activities, budgets, and outcomes are reasonable and achievable based on the proposed scope of work.

8. For renewal projects, demonstrate satisfactory performance, utilization, expenditure rates, and compliance with grant requirements, unless exceptional circumstances warrant continued funding.
9. For new, reallocated, or expansion projects, demonstrate how the project addresses an identified system need, service gap, geographic gap, or priority population identified through CoC planning processes.
10. For transition or replacement projects, demonstrate how the proposed project will better align with HUD priorities, improve system performance, preserve housing capacity, or better address community needs.

Grounds for Rejection, Reduction, or Reallocation

A project may be rejected, reduced, reallocated, transitioned, or ranked lower when it:

- Fails to meet HUD eligibility or threshold requirements.
- Fails to meet locally established threshold requirements.
- Scores below the minimum score established by the CoC competition process.
- Fails to complete required certifications, attestations, or application components.
- Demonstrates insufficient organizational or financial capacity.
- Demonstrates persistent underperformance, low utilization, underspending, or significant compliance concerns.
- Does not align with HUD funding priorities or CoC strategic priorities.
- Is determined by the CoC to be less effective than alternative projects competing for limited funding.
- Is identified for reallocation to create new projects that are expected to better advance HUD priorities, improve system performance, or address unmet community needs.

Ranking Order and Funding Priorities

Final project rankings will be based primarily on project application scores and threshold compliance. However, the CoC may adjust rankings, funding levels, or project placement within Tier 1 and Tier 2 to ensure compliance with HUD requirements, preserve critical system infrastructure, maximize federal funding, and maintain a balanced homelessness response system.

Projects may be accepted, reduced, reallocated, transitioned, ranked lower, or rejected based on the following priorities:

1. Preservation of Existing Effective Housing Resources

- Priority will be given to renewal projects demonstrating strong performance and alignment with HUD requirements.

- Consistent with community-adopted goals, the CoC will prioritize continuation of existing housing inventory and services whenever feasible.
 - Renewals failing to meet minimum threshold requirements or voluntarily reallocating funding may be ranked lower, reduced, or removed from Tier 1 consideration.
2. **HUD Funding Alignment and Portfolio Optimization**
 - The CoC will prioritize project types and interventions identified in the annual CoC NOFO and local planning priorities.
 - Existing projects that voluntarily transition to project models more closely aligned with HUD priorities may receive favorable ranking consideration.
 - The CoC may reallocate funding from lower-performing, underutilized, or less strategically aligned projects to create new projects that better address system needs and HUD priorities.
 3. **System Infrastructure Preservation**
 - HMIS, Coordinated Entry, Coordinated Entry-DV, and other core system infrastructure projects may be prioritized to ensure continued operation of the homelessness response system regardless of comparative application scores.
 - The CoC may adjust rankings to protect projects necessary for system administration, referral coordination, data quality, and compliance activities.
 4. **Improving Housing Outcomes** Projects demonstrating strong performance in the following areas will receive higher ranking consideration:
 - Housing retention and stability
 - Exits to permanent housing
 - Reduced returns to homelessness
 - Effective support strategies that promote long-term housing success
 5. **Promoting Economic Stability**
 - Increases in earned income and employment
 - Successful connection to mainstream benefits
 - Participant engagement in supportive services
 6. **Addressing Community Needs and System Gaps** Priority may be given to projects that:
 - Serve populations with high service needs or limited access to housing resources.
 - Address documented geographic gaps in services.
 - Expand capacity in priority service areas.

- Preserve access for underserved populations and communities disproportionately impacted by homelessness.

7. **Tier Placement and Funding Adjustments**

- Fundable renewals may be placed in Tier 1 or Tier 2 based on available funding, performance, alignment with NOFO priorities, and system considerations.
- Where funding limitations require reductions, the CoC may apply proportional reductions to project types that can operationally scale without immediate service disruption, including certain scattered-site housing models.
- Projects funded through HUD set-asides, bonus funding, domestic violence funding, YHDP funding, or other restricted funding sources may be protected from reductions to preserve compliance with original award conditions.

8. **Population Coverage and System Balance**

- The CoC may adjust rankings to maintain services for key populations, including survivors of domestic violence, families with children, youth and young adults, and other populations with specialized housing needs.
- Such adjustments will only be made when necessary to preserve system balance and continuity of services.

Threshold and Rejection Criteria

Projects may be rejected, reduced, reallocated, ranked lower, or deemed ineligible for funding when they:

- Fail to meet HUD eligibility requirements.
- Fail to meet local threshold requirements.
- Score below the minimum rating threshold established by the CoC.
- Do not demonstrate project viability.
- Fail to complete required attestations or application components.
- Demonstrate poor performance, low utilization, chronic underspending, or inconsistent compliance with federal requirements.
- Do not align with HUD funding priorities or the strategic goals established by the CoC.

Projects that satisfy threshold requirements remain subject to ranking decisions based on system performance, funding availability, portfolio balance, and strategic priorities.

Demonstrate it used **objective criteria** (e.g., cost-effectiveness, performance data, type of population served) to review, rate, and rank project applications and that these factors account for **at least 50%** of the total available points (up to 1 point)
 Demonstrate that it used **system performance measures** in their local review, selection, and rating process and that these factors account for **at least 25%** of the total points available (up to 2 points).

For housing projects (TH, PH-PSH, PH-RRH) that the following measures were considered (up to 3 points):

- Returns to homelessness;
- Employment income; and
- Supportive service participation requirements.

RENEWAL PROJECTS					
	PH-PSH	RRH	TH/SSO		
Objective	0.776	0.7686	0.76667		
25% System Performance	0.28	0.33058	0.33333		
	PSH, SH	RRH	TH/SSO	Objective	25% System Performance
Exits to PH	10	10	10	x	x
Stability Bonus	5	0	0	x	
Exit to Unsub	0	5	5	x	x
Unknown	5	5	5	x	
Returns	10	10	10	x	x
Earned	10	10	10	x	x
Non-Earned	5	5	5	x	
No Income	5	5	5	x	
ppl Served	5	5	5	x	
HMIS Data	5	5	5	x	
Occupancy	5	5	5	x	x
Prog. Component	5	3	2	x	
Expenditures	5	5	5	x	
APR	5	5	5	x	
Monitoring	5	5	5	x	
Program Term	2	2	2		
Participant Feedback	2	2	2		
Population	5	3	3	x	
LE	2	2	2		
Advancing Public Health	2	2	2		
Supportive services	2	2	2	x	
onsite BH	5	5	5	x	
Mainstream beneficiaries	5	5	5		
Braided Funding	10	10	10		
Geographic Diversity	5	5	5		
TOTAL	125	121	120		

TRANSITION/REPLACEMENT			
	All		
Objective	0.731707317		
25% System Performance	0.325203252		
	All	Objective	25% System Performance
Exits to PH	10	x	x
Exit to Unsub	5	x	x
Unknown	5	x	
Returns	10	x	x
Earned	10	x	x
Non-Earned	5	x	
No Income	5	x	
ppl Served	5	x	
HMIS Data	5	x	
Occupancy	5	x	x
Population	3	x	
Expenditures	5	x	
Monitoring	5	x	
Program Termination	2		
Participant Feedback	2		
LE	2		
Advancing Public Health	2		
APR	5	x	
Supportive services	2	x	
onsite BH	5		
Mainstream beneficiaries	5		
Cost Effectiveness	5	x	
Braided Funding	10		
Geographic Diversity	5		
TOTAL	123		

NEW PROJECTS					
	PH-RRH	Other	DV-RRH	DV-TH	
Objective	0.529411765	0.52542	0.52941		
25% System Performance	0.25210084	0.25424	0.2521		
	PH-RRH	Other	DV-RRH	DV-TH	Objective
Addressing System of Care	10	10	10	10	
Demonstration of Exp	5	5	5	5	
Staffing Qualifications	5	5	5	5	
Partnerships & Coord	6	6	6	6	
Include PLE/PLE-DV	5	5	5	5	
Service Approach & N	5	5	5	5	
Data	5	5	5	5	x
Fiscal Management	5	5	5	5	
Budget Justification	5	5	5	5	x
Match Requirement	5	5	5	5	x
Braided Funding	10	10	10	10	
Geographic Diversity	5	5	5	5	
Exit to PH Plan	10	10	10	10	x
Employment Income	10	10	10	10	x
Returns to Homelessr	10	10	10	10	x
Supportive services a	2	2	2	2	x
Pop. Priority	3	3	3	3	x
Mainstream bene	5	5	5	5	x
onsite BH	5	5	5	5	x
Program Component	3	2	3	2	x
TOTAL	119	118	119	118	

Criteria	Metric	Point allocation	Source	PH-PSH, SH	RRH	TH/SSO
Exits to Permanent Housing	PSH: % remaining in PSH or exited to a PH situation (zero points if less than 45%). Full points to meet/exceed system target of 90% TH/SSO: % moving to PH (zero points if less than 50%). Full points to meet/exceed system target of 85%. RRH: % moving to PH (zero point if less than 50%). Full points to meet/exceed system target of 85%	10 points: Meets or exceeds 5 points: Nearing goal. RRH/TH/SSO with no exits in time period. 0 points: Does not meet expectations	HMIS	10	10	10
Housing Retention	85% or more remain stably housing in PSH or SH for 2+ years or more	5 points: Meets or exceeds No partial scores	HMIS	5		
Exit to Unsubsidized Housing	Demonstrate that at least 20% of participants who exit from TH/RRH/SSO exit to unsubsidized housing.	5 points: At least 20% of participants that exit, exit to unsubsidized housing. 0 points: Less than 20% if participants exit, exit to unsubsidized housing OR no households exited in the time period.	HMIS		5	5
Unknown Exits	Extent to which participants exit to a known destination.	5 points = Less than 5% of clients that exit to "unknown" OR no households exited during the time period. No points if more than 5% exit to "unknown".	HMIS	5	5	5
Returns to Homelessness	The extent to which persons who exit homelessness to permanent housing destination return to homelessness meets or exceeds system target for program and population type. For youth serving programs the standard is 5% across all project types. For non-youth programs the standard is 8% for TH and ES, and 3% for RRH and PSH.	10 points = meets or exceeds system target. OR no households exited during the time period. 5 points = nearing system target : For youth serving programs the nearing 5-7% across all project types. For non-youth programs nearing is 8-10% for TH, RRH and SSO, and 3-5% for PSH/SH. 0 points if more than 7% for YYA serving programs across all project types. For non-youth programs is 10% for TH, RRH, and SSO, and 5% for PSH/SH.	HMIS	10	10	10
Exits with Earned Income	Extent to which adults in the program exit the program with employment income	10 points = More than 20% exited with earned income. 5 points = Nearing system target - at least 19-10% exit with earned income OR no households exited during the time period. 0 points = less than 10% of exits had earned income partial scores	HMIS	10	10	10
Exits with Non-Earned Income	Extent to which adults in the program exit with cash income from other sources (e.g. TANF, SSDI) or non-cash (e.g. EBT, Medicaid) .	5 points = More than 95% exited with non-earned income. 3 points = Between 94-85% exited with non-earned income OR no households exited during the time period. No points = Less than 85% exited with non-earned income.	HMIS	5	5	5
Exits with No Financial Resources	Extent to which no more than 10% of participants exit with "no financial resources" (cash or non-cash)	5 points = Fewer than 10% exited with no income OR no households exited during the time period. No partial scores.	HMIS	5	5	5
Participants Served	Proportion of participants served coming from streets and/or Emergency Shelter	5 points = 100% population served coming from homelessness. No partial scores.	HMIS	5	5	5
HMIS Data Quality/Completeness	No more than 5% reported missing/not collected etc., for data in any element (excluding Name, SSN, HIV /AIDS status)	5 Points = Less than 5% of universal data elements that are 'missing' - e.g. data not collected, client doesn't know, client refused. No partial scores	HMIS	5	5	5
Occupancy	Extent to which the project maintains capacity/occupancy. Note: RRH scores are determined by move-in rate.	5 points = Occupancy of 95% or more (RRH based on move-in rate) 3 points = Occupancy of 90-94% (RRH based on move-in rate) 2 points = Occupancy rate of 85-89% (RRH based on move-in rate) No points for less than 85% occupancy (RRH based on move-in rate)	HMIS	5	5	5

Program Component Priority	Permanent Supportive Housing Project = 5pts Rapid Rehousing = 3 pts Joint Component Transitional Housing/Rapid Rehousing = average of both TH & RRH Transitional Housing = 2 pts Safe Haven = 2 pts Support Services Only = 2 pts	Points based on component type.	Pre-Determined	5	3	2
Project Expenditures	Extent to which the project spent 100% of HUD funds.	5 points = Underspend is less than or equal to 5% 3 points = Underspend is 6% to 10% 1 points = Underspend is 11% to 20% No points for underspend over 20%	APR Review	5	5	5
On Time Annual Performance Report	APR submitted in a timely manner	Full points for APR submitted on time. No partial points.	APR Review	5	5	5
Program Population Priority	100% of units/program dedicated/prioritizes Chronically Homeless Persons = 5pts 100% of units/program dedicated/prioritizes Unsheltered Persons = 3pts 100% of units/program operates as "Recovery Based" = 3pt 100% of units serve Elders, seniors and/or disabled persons = 3pt 100% of units/program serves Families 100% of units/program serve Youth and Young Adults= 3pt 100% of units/program participants are fleeing Domestic Violence or Sex Trafficking =	Full points based on the core target populations the program serves	Application	5	3	3
Monitoring/Audit Results	Extent to which the project has open findings or recommendations	5 points for no findings or recommendations that remain open. No partial points.	KCRHA/Application	5	5	5
Supportive Service Participation	Evidence of required engagement per 24 CFR 578.75(h). Except that consistent with 24 CFR 5.2005(b)(1) assistance may not be denied on the basis or as a direct result of the fact that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the participant otherwise qualifies for admission, assistance, participation, or occupancy.	2 points: Agency requires participants to engage in Supportive services and provides evidence of required engagement in alignment 24 CFR 578.75(h) based on attached agreement OR proposed program exclusively serves victims of domestic violence, dating violence, sexual assault, or stalking. 1 point: Agency encourage participants to engage in Supportive services but does not require it. 0 points: Agency does not require participants to engage in supportive services or does not provide evidence.	Application	2	2	2
Onsite Behavioral Health Treatment Supports	The project demonstrates clear evidence of onsite behavioral health treatment supports, including a letter of agreement with the partner or team providing such services.	•5 points: Applicant provides Letter or MOU demonstrate onsite behavioral health supports. •3 points: Applicant provides a plan for onsite behavioral health supports without formal agreement or is an outreach program with no onsite location. •No points: Project does not provide a letter or MOU demonstrating onsite behavioral health supports.	Application	5	5	5
Mainstream Benefit Supports	Extent to which the project connects participants to mainstream benefits programs	5 points: program indicates at least one mainstream benefit program to which they connect participants. No partial points.	Application	5	5	5
Program Termination	Extent to which the program's service model demonstrates strategies to minimize program termination in full alignment with HUD standards and Continuum of Care best practices	2 points = The program provides clear description and documentation that identifies a clear service model and supports minimizing program termination in alignment with HUD standards of trauma-informed, person-centered care. No Points = The program provides a description and documentation that does not identify how the project aims to minimize program termination nor is in alignment with HUD standards of trauma-informed, person-centered care..	Application	2	2	2

	Extent to which the programs solicits, collects and responds to participant feedback to inform and improve services.	2 points = The program solicits qualitative and quantitative feedback more than once a year and provides clear examples of how they have changed practices based on feedback and engagement. 1 point = The program solicits feedback once a year but does not provide examples of how they have changed practices based on feedback and engagement. No Points = The program does not solicit or incorporate participant feedback.	Application	2	2	2
Participant Feedback						
	Demonstrates meaningful inclusion of individuals with lived and living experience of homelessness in organizational governance through dedicated and filled board representation.	2 points = The agency has a dedicated board seat for an individual with lived and/or living experience of homelessness or program services. 0 points = The agency does not have a dedicated board seat for someone with lived experience.	Application	2	2	2
Lived and Living Experience						
	Demonstrates active collaboration and system integration with law enforcement, first responders, and outreach systems to support public safety, reduce unsheltered homelessness, and minimize trauma associated with living in unsheltered settings (including encampments). For housing projects (PSH, RRH, TH), responses should reflect how these partnerships support engagement of unsheltered individuals and safe transitions into housing.	2 Points: The project provides clear, specific, and current evidence of partnerships with law enforcement and/or first responders. Includes Named partners (e.g., police departments, fire/EMS, outreach teams), description of regular coordination activities (e.g., case conferencing, joint outreach, encampment response) and examples of how these partnerships improve safety outcomes and reduce harm/trauma for unsheltered individuals and the broader community 0 Points: The project does not demonstrate meaningful coordination with law enforcement, first responders, or public safety systems, or provides insufficient detail.	Application	2	2	2
Advancing Public Safety						
Braided Funding	The extent to which the project demonstrates secured or committed external funding that leverages housing or behavioral health resources. Required Documentation (must include at least one of the following): Award letter(s) from recognized public funding sources such as: *Washington State Housing Finance Commission (WSHFC) *Public Housing Authority (PHA) *Office of Housing (OH) *Department of Community and Human Services (DCHS) Executed or draft formal agreement with a Public Housing Authority (PHA) for Move-On vouchers Other verifiable documentation confirming committed capital, operating, or service funding tied to housing stability or behavioral health services	10 Points: Award letter(s) (WSHFC, PHA, OH, DCHS) or executed Move-On voucher agreement Funding is committed and aligned. 5 Points: Draft agreement, LOI, or pending award, Credible but not finalized funding 0 Points: No documentation or funding is uncommitted/unrelated	Application	10	10	10
Geographic Diversity of Funds	The project has other fund sources that ensure services are provided throughout the county. Committed fund sources permit participant placements across multiple jurisdictions.	5 Points: Committed funding supports services countywide & enables placements across multiple jurisdictions 3 Points: Some committed funding, but limited geographic coverage. Cross-jurisdiction placements are partial or constrained 0 Points: No committed funding or restricted to a single jurisdiction.	Application	5	5	5

Criteria	Metric	Point allocation	Source	Highest Possible
Exits to Permanent Housing	PSH: % remaining in PSH or exited to a PH situation (zero points if less than 45%). Full points to meet/exceed system target of 90% TH/SSO: % moving to PH (zero points if less than 50%). Full points to meet/exceed system target of 85%. RRH: % moving to PH (zero point if less than 50%). Full points to meet/exceed system target of 85%	10 points: Meets or exceeds 5 points: Nearing goal. RRH/TH/SSO with no exits in time period. 0 points: Does not meet expectations	HMIS	10
Exit to Unsubsidized Housing	Demonstrate that at least 20% of participants who exit from TH/RRH exit to unsubsidized housing.	5 points: At least 20% of participants that exit, exit to unsubsidized housing. 0 points: Less than 20% if participants exit, exit to unsubsidized housing OR no households exited in the time period.	HMIS	5
Unknown Exits	Extent to which participants exit to a known destination.	5 points = Less than 5% of clients that exit to "unknown" OR no households exited during the time period. No points if more than 5% exit to "unknown".	HMIS	5
Returns to Homelessness	The extent to which persons who exit homelessness to permanent housing destination return to homelessness meets or exceeds system target for program and population type. For youth serving programs the standard is 5% across all project types. For non-youth programs the standard is 8% for TH and ES, and 3% for RRH and PSH.	10 points = meets or exceeds system target. OR no households exited during the time period. 5 points = nearing system target : For youth serving programs the nearing 5-7% across all project types. For non-youth programs nearing is 8-10% for TH, RRH and SSO, and 3-5% for PSH/SH. 0 points if more than 7% for YYA serving programs across all project types. For non-youth programs is 10% for TH, RRH, and SSO, and 5% for PSH/SH.	HMIS	10
Exits with Earned Income	Extent to which adults in the program exit with employment income from a RRH, TH, or SSO Project	10 points = More than 20% exited with earned income. 5 points = Nearing system target - at least 19-10% exit with earned income OR no households exited during the time period. 0 points = less than 10% of exits had earned income partial scores	HMIS	10
Exits with Non-Earned Income	Extent to which adults in the program exit with cash income from other sources (e.g. TANF, SSDI) or non-cash (e.g. EBT, Medicaid) from a PSH or SH project.	5 points = More than 95% exited with non-earned income. 3 points = Between 94-85% exited with non-earned income OR no households exited during the time period. No points = Less than 85% exited with non-earned income.	HMIS	5
Exits with No Financial Resources	Extent to which no more than 10% of participants exit with "no financial resources" (cash or non-cash)	5 points = Fewer than 10% exited with no income OR no households exited during the time period. No partial scores.	HMIS	5
Participants Served	Proportion of participants served coming from streets and/or Emergency Shelter	5 points = 100% population served coming from homelessness. No partial scores.	HMIS	5
HMIS Data Quality/Completeness	No more than 5% reported missing/not collected etc., for data in any element (excluding Name, SSN, HIV /AIDS status)	5 Points = Less than 5% of universal data elements that are 'missing' - e.g. data not collected, client doesn't know, client refused. No partial scores	HMIS	5
Occupancy	Extent to which the project maintains capacity/occupancy. Note: RRH scores are determined by move-in rate.	5 points = Occupancy of 95% or more (RRH based on move-in rate) 3 points = Occupancy of 90-94% (RRH based on move-in rate) 2 points = Occupancy rate of 85-89% (RRH based on move-in rate) No points for less than 85% occupancy (RRH based on move-in rate)	HMIS	5

Program Population Priority	100% of units/program dedicated/prioritizes Unsheltered Persons = 3pts 100% of units/program operates as "Recovery Based" = 3pt 100% of units serve Elders, seniors and/or disabled persons = 3pt 100% of units/program serves Families 100% of units/program serve Youth and Young Adults= 3pt 100% of units/program participants are fleeing Domestic Violence or Sex Trafficking = 3pt	Full points based on the core target populations the program serves	Application	3
Project Expenditures	Extent to which the project spent 100% of HUD funds.	5 points = Underspend is less than or equal to 5% 3 points = Underspend is 6% to 10% 1 points = Underspend is 11% to 20% No points for underspend over 20%	APR	5
On Time Annual Performance Report	APR submitted in a timely manner	Full points for APR submitted on time. No partial points.	APR	5
Monitoring/Audit Results	Extent to which the project has open findings or recommendations	5 points for no findings or recommendations that remain open. No partial points.	KCRHA Review	5
Supportive Service Participation	Evidence of required engagement per 24 CFR 578.75(h). Except that consistent with 24 CFR 5.2005(b)(1) assistance may not be denied on the basis or as a direct result of the fact that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the participant otherwise qualifies for admission, assistance, participation, or occupancy.	2 points: Agency requires participants to engage in Supportive services and provides evidence of required engagement in alignment 24 CFR 578.75(h) based on attached agreement OR proposed program exclusively serves victims of domestic violence, dating violence, sexual assault, or stalking. 1 point: Agency encourage participants to engage in Supportive services but does not require it. 0 points: Agency does not require participants to engage in supportive services or does not provide evidence.	Application	2
Onsite Behavioral Health Treatment Supports	The project demonstrates clear evidence of onsite behavioral health treatment supports, including a letter of agreement with the partner or team providing such services.	•5 points: Applicant provides Letter or MOU demonstrate onsite behavioral health supports. •3 points: Applicant provides a plan for onsite behavioral health supports without formal agreement or is an outreach program with no onsite location. •No points: Project does not provide a letter or MOU demonstrating onsite behavioral health supports.	Application	5
Mainstream Benefit Supports	Extent to which the project connects participants to mainstream benefits programs	5 points: program indicates at least one mainstream benefit program to which they connect participants. No partial points.	Application	5
Cost Effectiveness	Extent to which the program budget meets 2 CFR 200.404 standards	5 points: Meets 2 CFR 200.404 standards No partial points	Application	5
Program Termination	Extent to which the program's service model demonstrates strategies to minimize program termination in full alignment with HUD standards and Continuum of Care best practices	2 points = The program provides clear description and documentation that identifies a clear service model and supports minimizing program termination in alignment with HUD standards of trauma-informed, person-centered care. No Points = The program provides a description and documentation that does not identify how the project aims to minimize program termination nor is in alignment with HUD standards of trauma-informed, person-centered care..	Application	2

Participant Feedback	Extent to which the programs solicits, collects and responds to participant feedback to inform and improve services.	2 points = The program solicits qualitative and quantitative feedback more than once a year and provides clear examples of how they have changed practices based on feedback and engagement. 1 point = The program solicits feedback once a year but does not provide examples of how they have changed practices based on feedback and engagement. No Points = The program does not solicit or incorporate participant feedback.	Application	2
Lived and Living Experience	Demonstrates meaningful inclusion of individuals with lived and living experience of homelessness in organizational governance through dedicated and filled board representation.	2 points = The agency has a dedicated board seat for an individual with lived and/or living experience of homelessness or program services. 0 points = The agency does not have a dedicated board seat for someone with lived experience.	Application	2
Advancing Public Safety	Demonstrates active collaboration and system integration with law enforcement, first responders, and outreach systems to support public safety, reduce unsheltered homelessness, and minimize trauma associated with living in unsheltered settings (including encampments). For housing projects (PSH, RRH, TH), responses should reflect how these partnerships support engagement of unsheltered individuals and safe transitions into housing.	2 Points: The project provides clear, specific, and current evidence of partnerships with law enforcement and/or first responders. Includes Named partners (e.g., police departments, fire/EMS, outreach teams), description of regular coordination activities (e.g., case conferencing, joint outreach, encampment response) and examples of how these partnerships improve safety outcomes and reduce harm/trauma for unsheltered individuals and the broader community 0 Points: The project does not demonstrate meaningful coordination with law enforcement, first responders, or public safety systems, or provides insufficient detail.	Application	2
Braided Funding	The extent to which the project demonstrates secured or committed external funding that leverages housing or behavioral health resources. Required Documentation (must include at least one of the following): Award letter(s) from recognized public funding sources such as: *Washington State Housing Finance Commission (WSHFC) *Public Housing Authority (PHA) *Office of Housing (OH) *Department of Community and Human Services (DCHS) Executed or draft formal agreement with a Public Housing Authority (PHA) for Move-On vouchers Other verifiable documentation confirming committed capital, operating, or service funding tied to housing stability or behavioral health services	10 Points: Award letter(s) (WSHFC, PHA, OH, DCHS) or executed Move-On voucher agreement Funding is committed and aligned. 5 Points: Draft agreement, LOI, or pending award, Credible but not finalized funding 0 Points: No documentation or funding is uncommitted/unrelated	Application	10
Geographic Diversity of Funds	The project has other fund sources that ensure services are provided throughout the county. Committed fund sources permit participant placements across multiple jurisdictions.	5 Points: Committed funding supports services countywide & enables placements across multiple jurisdictions 3 Points: Some committed funding, but limited geographic coverage. Cross-jurisdiction placements are partial or constrained 0 Points: No committed funding or restricted to a single jurisdiction.	Application	5

Criteria	Metric	Point allocation	PH-RRH	PH-Other	DV-RRH	DV -TH
Addressing System or Geographic Gaps	The proposed project addresses an identified geographic or system gap (accessing services, strengthening crisis response, and improving housing stability) as documented by the CoC's needs assessment, gap analysis, or other published system priorities. Reviewers will consider the extent to which the project: Is located in, or specifically serves, areas identified as underserved; and/or Expands capacity in service areas or program types identified as priority gaps. Provides detail about the anticipated number of people housed and anticipates serving an underserved population.	10 Points: The proposed services are clearly located in, or specifically designed to address, a documented geographic or system gap identified by the CoC. The application provides strong documentation and clearly demonstrates how the project expands capacity in a priority area or service type. 7 Points: The proposed services partially address an identified geographic or system gap, or alignment with CoC priorities is evident but limited in scope, scale, or supporting documentation. 5 Points: The proposed services demonstrate minimal or indirect alignment with identified geographic or system gaps and lack sufficient documentation or explanation of system impact. 0 Points: The proposed services do not address an identified geographic or system gap or are located in areas with no documented unmet need.	10	10	10	10
Demonstration of Experience Operating Proposed Services	Demonstrates experience and expertise in providing proposed services. Provides adequate experience to deliver Transitional Housing or Supportive Services leasing, services, and/or operations.	5 points: Demonstrates experience of 4+ years with operating the same services proposed in the application. 3 points: Demonstrates 2-3 years providing services proposed, or demonstrates 4+ years of homelessness service provision but no direct experience with the services proposed in the application. 0 points: No prior experience providing homelessness services.	5	5	5	5
Staffing and Qualifications & Staffing Needs	Clearly explains how staff positions and their qualifications are designed to meet the needs of the program participants.	5 points: Staffing model and justifications are reasonable based on proposed number of households to serve. Minimum Recommendation for staffing: RRH and TH - staffing ratio is around 1 case manager to 15 households, SSO - staffing ratio is around 1 case manager to 20 households. 0 points: Staffing model is not reasonable and ratio of staff is below minimum required to provide quality services.	5	5	5	5
Partnerships & Coordination	Demonstrates collaboration and system integration with: Housing & Healthcare Partnerships: Coordinates with housing and healthcare providers. Law Enforcement & First Responder Collaboration: Especially for SSO-Street Outreach; supports public safety and encampment reduction.	5 points: Clear demonstration of partnerships with both healthcare/housing providers and Law Enforcement and First Responders. Proposal includes named partners within the sectors, and examples of collaboration with partners. 3 points: Clear demonstration of partnerships with both healthcare/housing providers or Law Enforcement and First Responders. Proposal includes named partners within the sectors, and examples of collaboration with partners. 0 points: Does not demonstrate ability to meet criteria. 1 bonus point for MOUs or other formal agreements with Healthcare and Housing	6	6	6	6
Service Approach and Methodology	Demonstrates a commitment to trauma-informed, person-centered approaches that maintain confidentiality and encourage wellbeing.	5 points: Applicant demonstrates excellence in their ability to utilize a trauma-informed and person-centered approach. Applicant provides policies, procedures and describes an agency culture that ensures the approaches will be used and improve client outcomes. 3 points: Applicant adequately addresses their ability to utilize a trauma-informed and person-centered approach. Applicant provides policies or procedures and describes an agency culture that ensures the approaches will be used and improve client outcomes. 0 points: Applicant does not meet and/or address their ability to utilize a trauma-informed and person-centered approach.	5	5	5	5
Returns to Homelessness	Strategy to support increased self-sufficiency of participants to reduce returns to homelessness.	10 points: Applicant provides strategy and data from similar program that demonstrates 3-5% return rate. 7 points: Applicant provides strategy data from similar program that demonstrates 6-10% return rate. 5 points: Applicant provides anecdotal evidence of prior ability to meet low returns, but does not provide data to support it. 0 points: Does not demonstrate ability or strategy to increase self sufficiency or participants to reduce returns to homelessness.	10	10	10	10

Employment Income Outcomes	Plan to achieve a gain of employment income for 50% of participants including examples and partnerships to support this goal.	10 points: Applicant provides exit data from similar program that demonstrates ability to meet 50% of participants who exit have employment income. 7 points: Provides exit data from similar program that demonstrates ability to meet 30% exit of participants who exit have employment income. 5 points: Provides anecdotal evidence of prior ability or plan to meet employment income measure but does not provide data to support it. 0 points: Does not demonstrate ability to meet criteria.	10	10	10	10
Exits to Permanent Housing	Clear plan to exit at least 50% of participants to permanent housing within 24 months.	10 points: Provides exit data from similar program that demonstrates ability to meet 50% exit to PH within 24 months. 7 points: Provides exit data from similar program that demonstrates ability to meet 30% exit to PH within 24 months. 5 points: Provides anecdotal evidence of prior ability or plan to meet exit criteria but does not provide data to support it. 0 points: Does not demonstrate ability to meet criteria.	10	10	10	10
HMIS & Data Management	Demonstrates previous experience or provides a detailed explanation of their knowledge and capacity to collect and manage Homeless Management Information System (HMIS) data. Has experience meeting reporting requirements for state, local, and/or federally funded programs, or demonstrates the ability to fulfill these requirements.	•5 points: Agency has experience and/or capacity to utilize HMIS and manage sensitive participant data. Agency has capacity to meet reporting requirements. •3 points: Agency has no experience, but has capacity to utilize HMIS and manage sensitive participant data. Agency has no capacity to meet reporting requirements. •0 points: Agency has no experience and no capacity to utilize HMIS and manage sensitive participant data. Agency has no capacity to meet reporting requirements.	5	5	5	5
Fiscal Management	Maintains a fiscal management system with checks and balances that adheres to Generally Accepted Accounting Principles (GAAP) to safeguard all awarded funds. If the applicant lacks fiscal management capabilities, they must identify a fiscal sponsor.	5 points: Applicant describes revenue, financial health, and financial management systems. Applicant has a fiscal management system which maintains checks and balances and follows Generally Accepted Accounting Principles to safeguard all funds that may be awarded under the terms of this funding opportunity. 3 points: If the applicant lacks fiscal management capabilities, a signed letter of agreement stating an appropriate fiscal sponsor is provided. 0 points: Applicant do not describe revenue, financial health, and financial management systems or does not have a system that maintains checks and balances and follows Generally Accepted Accounting Principles to safeguard all funds that may be awarded under the terms of this funding opportunity.	5	5	5	5
Budget Justification	Provides a clear explanation for each budget item and its intended use. Budget items are logical and cost-effective, meets 2 CFR 200.404 standards.	5 points: Budget is logical and cost effective with items meeting 2 CFR 200.404 standards. 0 points: Budget is not logical, does not meet the needs of the clients or program, or does not meet 2 CFR 200.404 standards. No partial points.	5	5	5	5
Match Requirement	Demonstrates the ability to meet the 25% match requirement for the funding.	5 points: Submitted budget includes eligible 25% match. 0 points: Submitted budget does not include a 25% match or match provided is not eligible.	5	5	5	5
Braided Funding	The extent to which the project demonstrates secured or committed external funding that leverages housing or behavioral health resources. Required Documentation (must include at least one of the following): Award letter(s) from recognized public funding sources such as: *Washington State Housing Finance Commission (WSHFC) *Public Housing Authority (PHA) *Office of Housing (OH) *Department of Community and Human Services (DCHS)	10 Points: Award letter(s) (WSHFC, PHA, OH, DCHS) or executed Move-On voucher agreement Funding is committed and aligned. 5 Points: Draft agreement, LOI, or pending award, Credible but not finalized funding 0 Points: No documentation or funding is uncommitted/unrelated	10	10	10	10

Geographic Diversity of Funds	The project has other fund sources that ensure services are provided throughout the county. Committed fund sources permit participant placements across multiple jurisdictions.	5 Points: Committed funding supports services countywide & enables placements across multiple jurisdictions 3 Points: Some committed funding, but limited geographic coverage. Cross-jurisdiction placements are partial or constrained 0 Points: No committed funding or restricted to a single jurisdiction.	5	5	5	5
Program Component Priority	Rapid Rehousing = 3 pts Transitional Housing = 2 pts Support Services Only = 2 pts	Full points based on component type.	3	2	3	2
Program Population Priority	100% of units/program dedicated/prioritizes Unsheltered Persons = 3pts 100% of units/program operates as "Recovery Based" = 3pt 100% of units serve Elders, seniors and/or disabled persons = 3pt 100% of units/program serves Families 100% of units/program serve Youth and Young Adults= 3pt 100% of units/program participants are fleeing Domestic Violence or Sex Trafficking = 3pt	Full points based on the core target populations the program serves	3	3	3	3
Supportive Service Participation	Evidence of required engagement per 24 CFR 578.75(h). Except that consistent with 24 CFR 5.2005(b)(1) assistance may not be denied on the basis or as a direct result of the fact that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the participant otherwise qualifies for admission, assistance, participation, or occupancy.	2 points: Agency requires participants to engage in Supportive services and provides evidence of required engagement in alignment 24 CFR 578.75(h) based on attached agreement OR proposed program exclusively serves victims of domestic violence, dating violence, sexual assault, or stalking. 1 point: Agency encourage participants to engage in Supportive services but does not require it.	2	2	2	2
Onsite Behavioral Health Treatment Supports	The project demonstrates clear evidence of onsite behavioral health treatment supports, including a letter of agreement with the partner or team providing such services.	•5 points: Applicant provides Letter or MOU demonstrate onsite behavioral health supports. •3 points: Applicant provides a plan for onsite behavioral health supports without formal agreement or is an outreach program with no onsite location. •No points: Project does not provide a letter or MOU demonstrating onsite behavioral health supports.	5	5	5	5
Coordination with Mainstream Resourcess	Demonstrates partnerships with SOAR, SSI, SNAPs, Medicaid/Medicare: MOUs, referrals, co-enrollment	5 points: Agency demonstrates partnerships or referral processes AND supplies letters, MOUs, or other formal agreements that demonstrate partnerships or referral processes with mainstream resources such as Medicaid, SNAP, SSI/SSDI 3 points: Demonstrates partnerships or referral processes with mainstream resources such as Medicaid, SNAP, SSI/SSDI, but no formal agreements. 0 points: Does not demonstrate partnerships or referral	5	5	5	5
Demonstration of inclusion of victim/survivor-centered practices	1. Partnerships and Collaboration Partnerships with Survivors and Stakeholders: Clearly describes how they will partner with survivors and/or other community stakeholders with lived experience of homelessness and violence, including details on the nature of these partnerships. 2. Customer Feedback and Power Sharing Inclusion of Customer Voice: Effectively communicates how they 'share power' and incorporate customer feedback into the planning, implementation, and evaluation of services. 3. Program Effectiveness Victim-Centered Practices: Clearly explains how the proposal addresses the housing and safety needs of survivors by adopting victim/survivor-centered practices such as Trauma-Informed Care, and Confidentiality. Adoption of Victim-Centered Practices: Demonstrates current adoption of victim-centered practices or provides a detailed plan for how they will integrate these practices.	5 points: Demonstrates excellence in all and/or most of the criteria. 3 points: Adequately addresses the criteria. 0 points: Does not meet and/or address the criteria.			5	5

Demonstration of Commitment to Include Residents & Others w/ Lived Experience	1. Partnership and Community Involvement Engagement with Lived Experience: Clearly describes how they will partner with residents and community members who have lived experience of homelessness. This includes actively involving these individuals in planning, implementation, and evaluation processes. 2. Feedback and Power Sharing Incorporation of Customer Voice: Effectively communicates how they share power with clients and respond to customer feedback. This includes including the customer voice in the planning, implementation, and evaluation of services. Regular Feedback Mechanisms: Solicits qualitative and quantitative feedback more than once a year and provides clear examples of how practices have been adjusted based on this feedback. 3. Board Representation Diverse Board Composition: The board includes dedicated seats for individuals with lived and living experience of homelessness. Specifically, there is at least one seat filled by a person currently receiving services and one seat filled by someone with past lived experience.	5 points: Demonstrates excellence in all and/or most of the criteria. 3 points: Adequately addresses the criteria. 0 points: Does not meet and/or address the criteria.	5	5		
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FY26 HUD Continuum of Care Final Priority Listing										
 KCRHA King County Regional Homelessness Authority										
Project Rank	Project Name	Project Score	Project Status	New/Renewal	Fund Type	Project Type	Amount Requested from HUD	Reallocated Funds (+/-)	Aggregate Total	
Tier 1 - \$39,769,811										
1	Noel House	113.3	Accepted	Renewal	CoC Renewal	PSH	\$ 275,223	\$ -	\$ 275,223	
2	Patrick Place	109.7	Accepted	Renewal	CoC Renewal	PSH	\$ 222,896	\$ -	\$ 498,119	
3	PHG 7th and Cherry	109	Accepted	Renewal	CoC Renewal	PSH	\$ 301,752	\$ -	\$ 799,871	
4	Avalon Place	108.7	Accepted	Renewal	CoC Renewal	PSH	\$ 59,125	\$ -	\$ 858,996	
5	Rose of Lima House	108	Accepted	Renewal	CoC Renewal	PSH	\$ 134,859	\$ -	\$ 993,855	
6	Lyon Building	107.3	Accepted	Renewal	CoC Renewal	PSH	\$ 639,462	\$ -	\$ 1,633,317	
7	Valley Cities Landing	105	Accepted	Renewal	CoC Renewal	PSH	\$ 276,080	\$ -	\$ 1,909,397	
8	Hickman House Joint Component RRH/TH	104.7	Accepted	Renewal	CoC Renewal	Joint	\$ 416,973	\$ -	\$ 2,326,370	
9	DESC Bloomside	103.3	Accepted	Renewal	CoC Renewal	PSH	\$ 268,293	\$ -	\$ 2,594,663	
10	Ronald Commons	102	Accepted	Renewal	CoC Renewal	PSH	\$ 219,907	\$ -	\$ 2,814,570	
11	Sandpoint Families Supportive Housing	101	Accepted	Renewal	CoC Renewal	PSH	\$ 447,118	\$ -	\$ 3,261,688	
12	Home at Last	100.7	Accepted	Renewal	CoC Renewal	PSH	\$ 141,454	\$ -	\$ 3,403,142	
13	Sandpoint Youth Group Homes	99.7	Accepted	Renewal	CoC Renewal	TH	\$ 359,272	\$ -	\$ 3,762,414	
14	Ozanam House Consolidated PSH	99	Reduced Reallocated	Renewal	CoC Renewal	PSH	\$ 503,537	\$ (35,000)	\$ 4,265,951	
15	DESC Clement Place Consolidated	99	Accepted	Renewal	CoC Renewal	PSH	\$ 2,633,902	\$ -	\$ 6,899,853	
16	Family Village Redmond PSH for Families	98.3	Accepted	Renewal	CoC Renewal	PSH	\$ 139,266	\$ -	\$ 7,039,119	
17	St. Martin's on Westlake	98.3	Accepted	Renewal	CoC Renewal	PSH	\$ 225,008	\$ -	\$ 7,264,127	
18	DESC Consolidated PSH Portfolio #1	98.2	Accepted	Renewal	CoC Renewal	PSH	\$ 5,018,344	\$ -	\$ 12,282,471	
19	Auburn Family PSH	98	Accepted	Renewal	CoC Renewal	PSH	\$ 65,456	\$ -	\$ 12,347,927	
20	Mi Casa	96.3	Accepted	Renewal	CoC Renewal	TH	\$ 69,030	\$ -	\$ 12,416,957	
21	DESC Consolidated PSH Portfolio #2	95.8	Accepted	Renewal	CoC Renewal	PSH	\$ 3,079,515	\$ -	\$ 15,496,472	
22	Thea Bowman Apartments	94.8	Accepted	Renewal	CoC Renewal	PSH	\$ 235,794	\$ -	\$ 15,732,266	
23	Arbor House (New Ground Bothell)	94.7	Accepted	Renewal	CoC Renewal	TH	\$ 135,698	\$ -	\$ 15,867,964	
24	Scattered Site Leasing	94.7	Reduced Reallocated	Renewal	CoC Renewal	PSH	\$ 433,599	\$ (586,633)	\$ 16,301,563	
25	WA-500 HMIS	**	Accepted	Renewal	CoC Renewal	HMIS	\$ 459,390	\$ -	\$ 16,760,953	
26	WA-500 Coordinated Entry	**	Accepted	Renewal	CoC Renewal	SSO-CE	\$ 2,143,638	\$ -	\$ 18,904,591	
27	WA-500 Coordinated Entry - DV	**	Accepted	Renewal	CoC Renewal	SSO-CE	\$ 300,399	\$ -	\$ 19,204,990	
28	Nyer Urness	94.3	Accepted	Renewal	CoC Renewal	PSH	\$ 856,841	\$ -	\$ 20,061,831	
29	DESC Greenlake	94.3	Accepted	Renewal	CoC Renewal	PSH	\$ 2,167,693	\$ -	\$ 22,229,524	
30	King County Consolidated Scattered Sites Supportive Housing	94	Reduced Reallocated	Renewal	CoC Renewal	PSH	\$ 3,274,971	\$ (5,830,727)	\$ 25,504,495	
31	My Friend's Place TH/RRH	93.3	Reduced Reallocated	Renewal	CoC Renewal	Joint	\$ 427,168	\$ (37,734)	\$ 25,931,663	
32	YWCA Supportive Housing	93	Accepted	Renewal	CoC Renewal	PSH	\$ 262,907	\$ -	\$ 26,194,570	
33	Broadview Transitional Housing Program	92.3	Accepted	Renewal	CoC Renewal	TH	\$ 171,440	\$ -	\$ 26,366,010	
34	Williams Apartments	92.3	Accepted	Renewal	CoC Renewal	PSH	\$ 829,221	\$ -	\$ 27,195,231	
35	Anita Vista TH/RRH	91.2	Accepted	Renewal	CoC Renewal	Joint	\$ 379,020	\$ -	\$ 27,574,251	
36	Severson Program	90.7	Accepted	Renewal	CoC Renewal	TH	\$ 131,689	\$ -	\$ 27,705,940	
37	Cascade Women's Supportive Housing	90.7	Accepted	Renewal	CoC Renewal	PSH	\$ 132,204	\$ -	\$ 27,838,144	
38	Regional RRH for DV Consolidated	90.2	Reduced Reallocated	Renewal	CoC Renewal	RRH	\$ 2,720,459	\$ (2,124,466)	\$ 30,558,603	
39	Kerner Scott House	89.7	Accepted	Renewal	CoC Renewal	SH	\$ 466,485	\$ -	\$ 31,025,088	
40	Seattle Rapid Rehousing for Families Consolidated Project	88.63	Reduced Reallocated	Renewal	CoC Renewal	RRH	\$ 513,731	\$ (1,737,299)	\$ 31,538,818	
41	King County Consolidated Rapid Rehousing Program	87.31	Reduced Reallocated	Renewal	CoC Renewal	RRH	\$ 705,751	\$ (954,840)	\$ 32,244,569	
42	Rapid Rehousing for Young Adults	86.5	Reduced Reallocated	Renewal	CoC Renewal	RRH	\$ 691,152	\$ (1,282,595)	\$ 32,935,722	
43	King County Shelter Plus Care Program - TRA	84.2	Reduced Reallocated	Renewal	CoC Renewal	PSH	\$ 4,880,525	\$ (6,985,036)	\$ 37,816,247	
44	Coming Home	83	Accepted	Renewal	CoC Renewal	TH	\$ 555,776	\$ -	\$ 38,372,023	
45	The Inn - Safe Haven	80.3	Accepted	Renewal	CoC Renewal	SH	\$ 382,671	\$ -	\$ 38,754,694	
46	WA-500 YHDP Behavioral Health Crisis Response	75.3	Accepted	Renewal	YHDP	SSO	\$ 109,452	\$ -	\$ 38,864,146	
47	Multicultural IDD Integrated Support Team (MIDST) PSH	71	Reduced Reallocated	Renewal	CoC Renewal	PSH	\$ 332,188	\$ (489,748)	\$ 39,196,334	
48	DV/SA Rapid Rehousing Program	76.3	Reduced Reallocated	Renewal	CoC Renewal	RRH	\$ 573,477	\$ (661,712)	\$ 39,769,811	
Tier 2										
48	DV/SA Rapid Rehousing Program	76.3	Reduced Reallocated	Renewal	CoC Renewal	RRH	\$ 391,985		\$ 40,161,796	
49	Seattle Transitional Housing for Families	100.0	Accepted	New	Reallocation	TH	\$ 1,717,847	\$ 1,717,847	\$ 41,879,642	
50	Mosaic House	100.0	Accepted	New	Reallocation	TH	\$ 1,721,482	\$ 1,721,482	\$ 43,601,124	
51	WA-500 YHDP - YET & Nav/Div Consolidated	79.4	Reduced Reallocated	Renewal	YHDP	SSO	\$ 1,355,466	\$ (50,113)	\$ 44,956,591	
52	WA-500 YHDP - Bridge Housing	71.0	Reduced Reallocated	Renewal	YHDP	TH	\$ 1,411,439	\$ (715,552)	\$ 46,368,030	
53	Roy St Transitional Living Program	69.0	Reduced Reallocated	New	Reallocation	TH	\$ 660,244	\$ (435,792)	\$ 47,028,274	
54	King County Family Transitional Housing Program	112.0	Accepted	New	Reallocation	TH	\$ 523,810	\$ 523,810	\$ 47,552,083	
55	WELD Recovery Housing	111.7	Accepted	New	Reallocation	TH	\$ 3,930,563	\$ 3,930,563	\$ 51,482,646	
56	New Ground Totem Lake	111.3	Accepted	New	YHDP Replacement	TH	\$ 250,035	\$ 250,035	\$ 51,732,681	
57	Transitional Housing Tiny House Village	111.0	Accepted	New	Reallocation	TH	\$ 2,384,954	\$ 2,384,954	\$ 54,117,636	
58	DAWN RRH For Survivors of Domestic Violence	110.7	Accepted	New	Reallocation	RRH	\$ 483,495	\$ 483,495	\$ 54,601,131	
59	Sandpoint Youth Group Homes Expansion	108.7	Accepted	New	Reallocation	TH	\$ 49,288	\$ 49,288	\$ 54,650,419	
60	CoC Aftercare Support	107.7	Accepted	New	Reallocation	SSO	\$ 430,038	\$ 430,038	\$ 55,080,457	
61	Stable Families: Expanding Rapid Rehousing, Family Stability, and Self Sufficiency for Homeless Families	106.0	Accepted	New	Reallocation	RRH	\$ 563,242	\$ 563,242	\$ 55,643,699	
62	Georgetown Inn	106.0	Accepted	New	Reallocation	TH	\$ 2,892,060	\$ 2,892,060	\$ 58,535,759	
63	Hope Place Women's and Children's Recovery Program	105.3	Accepted	New	Reallocation	SSO	\$ 808,562	\$ 808,562	\$ 59,344,320	
64	Arbor House (New Ground Bothell) Expansion	104.7	Accepted	New	YHDP Replacement	TH	\$ 168,998	\$ 168,998	\$ 59,513,318	
65	WELD Month	102.3	Accepted	New	Reallocation	SSO	\$ 1,147,001	\$ 1,147,001	\$ 60,660,319	
66	St. Stephen Housing Family Housing Program	102.3	Accepted	New	Reallocation	TH	\$ 645,371	\$ 645,371	\$ 61,305,690	
67	YMCA Severson Program YHDP Supports	102.0	Accepted	New	YHDP Replacement	TH	\$ 259,873	\$ 259,873	\$ 61,565,563	
68	Rapid Rehousing for Young Adult Head of Household Families with Children	101.7	Accepted	New	Reallocation	RRH	\$ 677,967	\$ 677,967	\$ 62,243,530	
69	Martin Court	101.0	Accepted	New	Reallocation	TH	\$ 1,646,390	\$ 1,646,390	\$ 63,889,920	
70	EACS South King County Transitional Housing Program	100.0	Accepted	New	CoC Bonus	TH	\$ 164,450		\$ 64,054,370	
71	REACH Multidisciplinary Program	99.7	Accepted	New	CoC Bonus	SSO	\$ 3,156,313		\$ 67,210,683	
72	Carlyle-Dayton House DV Transitional Housing	99.3	Accepted	New	DV Bonus	TH	\$ 463,850		\$ 67,674,533	
73	Bread of Life Mission's Transitional Housing with Supportive Services	97.7	Accepted	New	Bonus + Reallocation	TH	\$ 1,954,014	\$ 1,725,138	\$ 69,628,546	
74	ROOTS Structures Case Management	96.7	Accepted	New	YHDP Replacement	SSO	\$ 86,758	\$ 86,758	\$ 69,715,304	
75	Pathways Inn - Integrated Care Network	95.7	Accepted	New	DV Bonus	TH	\$ 3,706,173		\$ 73,421,477	
76	CoC Legal Services	95.3	Accepted	New	CoC Bonus	SSO	\$ 468,008		\$ 73,889,485	
77	CRew Homeless Outreach and Recovery	94.0	Accepted	New	CoC Bonus	SSO	\$ 596,893		\$ 74,486,378	
78	Urban Rest Stop	92.7	Accepted	New	CoC Bonus	SSO	\$ 321,624		\$ 74,808,002	
79	HERO House Bellevue Transitional Housing	92.0	Accepted	New	CoC Bonus	TH	\$ 63,837		\$ 74,871,839	
80	Elizabeth Gregory Home Day Shelter	89.0	Accepted	New	Bonus + Reallocation	SSO	\$ 236,509	\$ 117,351	\$ 75,108,348	
CoC Planning (non-competitive / not part of tiering)		**	Accepted	Planning	Planning	Planning	\$ 1,500,000		\$ 76,608,348	
						FY26 Request Total			\$ 76,608,348	

Awards Not Funded

Awards Not Funded							
Project Rank	Project Name	Project Score	Project Status	Type	Amount Not Funded	Reallocated Funds	Aggregate \$
1	Home Safe Rapid Rehousing	**	Fully Reallocated	RRH	\$ 498,375	-\$ 498,375	\$ 498,375
2	Salvation Army William Booth	**	Fully Reallocated	TH	\$ 268,451	-\$ 268,451	\$ 766,826
3	Youth Haven Transitional Housing	107.7	Rejected	TH	\$ 619,757		\$ 1,386,583
4	Healthcare for the Homeless Mobile Services	101.7	Rejected	TH	\$ 15,000,000		\$ 16,386,583
5	Young Adult Drop-In Facility - Willows Youth Services Center	101.3	Rejected	TH	\$ 669,441		\$ 17,056,025
6	YSCJ Community Connect	94.7	Rejected	SSO	\$ 1,105,468		\$ 18,161,492
7	Issis Transitional Housing Program	88.3	Rejected	TH	\$257,367.00		\$ 18,418,859
8	Recovery Based Transitional Housing	87	Rejected	TH	\$ 3,005,924.67		\$ 20,657,958
9	Orion Training & Employment for Housing Stability	86.7	Rejected	SSO	\$ 55,243		\$ 20,713,201
10	Momentum Works Initiative	85.6	Rejected	SSO	\$ 1,540,975		\$ 22,254,176
11	Anything Helps Supportive Services Only Standalone	84.7	Rejected	SSO	\$ 718,520		\$ 22,972,696
12	CoC Shelter Screening for Resource Matching	82.7	Rejected	SSO	\$ 152,273		\$ 23,124,969
13	Plymouth Outreach	69	Rejected	SSO	\$ 236,402		\$ 23,361,371
14	Battlefield Addiction Family-First Support Services	60	Rejected	SSO	\$ 480,650		\$ 23,842,021
15	We Heart Seattle	53.7	Rejected	SSO	\$ 1,000,000		\$ 24,842,021
16	LaunchPoint	**	Rejected	SSO	\$ 1,914,032		\$ 26,756,053
17	The Organization for Prostitution Survivors	**	Rejected	SSO	\$ 468,200		\$ 27,224,253



Policy on Advancing Recovery and Prohibiting Illicit Drug Enablement

Approved Date: August 21, 2026

I. General

It is the policy of the WA-500 Seattle/King County Continuum of Care (hereafter “CoC”) that all housing projects receiving Federal Continuum of Care funds in the CoC shall abide by the requirements described in this policy in the use of those Federal Continuum of Care funds. This policy is designed to ensure consistency with applicable federal statutes, regulations, and program requirements concerning the use, possession, distribution, or manufacture of illegal drugs on property owned, leased, operated, or otherwise controlled by recipients of Continuum of Care Program funds and used in connection with federally funded housing or supportive services.

II. Definitions

“Safe Consumption Site” is defined as a location knowingly opened, leased, rented, used, or maintained, whether permanently or temporarily, for the purpose of manufacturing, distributing, or using any controlled substance ([21 U.S.C. 856\(a\)\(1\)](#)).

“Drug Paraphernalia” is defined as any equipment, product, or material of any kind which is primarily intended or designed for use in manufacturing, compounding, converting, concealing, producing, processing, preparing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance, possession of which is unlawful under [21 U.S.C. §863\(d\)](#), including, but not limited to, the following:

- a. Pipes or other supplies used for safer smoking kits;
- b. Syringes or needles with the intended use of injecting illicit drugs; or
- c. Sterile water, saline, or ascorbic acid (vitamin c) with the intended purpose of facilitating drug use.

The following items are not considered "drug paraphernalia" for purposes of this policy:

- a. Life-saving overdose prevention and response services, including:
 - i. Opioid overdose reversal supplies, such as the purchase and distribution of opioid overdose reversal medications (OORMs) such as naloxone and nalmefene
 - ii. Medication lock boxes and medication disposal kits
 - iii. Overdose reversal education and training services
 - iv. Distribution mechanisms (e.g., bags or metal boxes/containers) for OORMs
- b. Infectious disease prevention services and supplies
 - i. Wound care supplies
 - ii. FDA-approved home testing kits for viral hepatitis (i.e., HBV and HCV) and HIV
 - iii. Sharps disposal kits
 - iv. Navigation services to ensure linkage to HIV and viral hepatitis prevention, testing, treatment, and care services — including antiretroviral therapy for HCV and HIV, pre-exposure prophylaxis (PrEP), post-exposure prophylaxis (PEP), prevention of mother-to-child transmission, and partner services
 - v. Referral to hepatitis A and hepatitis B vaccinations (to reduce risk of viral hepatitis infection)
 - vi. Provision of education on HIV and viral hepatitis prevention, testing, and referral to treatment and care services, including for PrEP
 - vii. Education and activities to reduce risk of sexually transmitted infectious diseases, including distributing condoms
- c. Nicotine cessation therapies

III. Prohibition of Unlawful Uses

Projects receiving Federal Continuum of Care funds will not utilize Federal Continuum of Care funds, at the location where such funds are used to provide services, to:

1. Operate drug injection sites or "safe consumption sites" in violation of 21 U.S.C. 856(a)(1);
2. Knowingly permit the use or distribution of illicit drugs on property under their control in violation of 21 U.S.C. 856(a)(2);
3. Knowingly distribute drug paraphernalia in violation of 21 U.S.C. 863; or
4. Conduct, permit, encourage, or allow any of the activities stated in 1-3 above under the pretext of "harm reduction".

Nothing in the above prohibitions shall be construed to require program participants to maintain sobriety as a condition of receiving assistance, participate in treatment as a condition of receiving assistance, or be terminated from or exited from assistance due to a violation of a drug-related



program policy or lease provision. However, to the extent permitted under 24 CFR Part 578 and other applicable laws and regulations, project operators may adopt and enforce such requirements at their discretion.

IV. Provision of Treatment

CoC projects are encouraged to engage in assertive engagement and appropriate client-centered, trauma-informed strategies to support enrollment in substance use disorder treatment and other activities that can support recovery, potentially including recovery housing.

V. Remedies and Appeals

Remedies. Projects receiving Federal Continuum of Care funding that are determined to be in violation of Section III of this policy may be subject to corrective actions or sanctions, including, but not limited to, termination of funding, in accordance with the applicable terms and conditions of the project contract.

Appeals. The CoC will consider appeals of a violation determination from the project upon submission of a written request for review by the project, which must include the basis for the appeal and any supporting documentation. A written decision will be issued following review of the appeal. The decision on appeal shall be final.

Nothing in this section limits the authority of the CoC from taking immediate action as required by applicable law, regulation, grant requirements, or contractual obligations.





September 30, 2026

U.S. Department of Housing and Urban Development
451 7th St SW
Washington, D.C.

Re: Reservation of Rights Regarding Federal Grant Conditions

Dear HUD Official,

The King County Regional Homelessness Authority (KCRHA) is submitting a request under the Y FY 2026 Continuum of Care Competition and Youth Homeless Demonstration Program Grants NOFO (FY26 NOFO), opportunity number CPD-2600-DC-0025.

The Court in *King County et al. v. Turner et al.*, Case No. 2:25-cv-00814-BJR (W.D. Wash.) has issued a preliminary injunction to enjoin HUD from imposing or enforcing certain of the conditions in the FY26 NOFO on plaintiffs in that case and their continuums, including KCRHA. A copy of the relevant injunction, dated June 3, 2025, is attached hereto.

KCRHA hereby provides notice that it withholds consent and objects to the inclusion of the conditions in the FY26 NOFO that are the subject of the injunction in *King County* and/or withdrawn by stipulation. Any acceptance of the grant and use of grant funds by KCRHA in no way reflects acceptance of those conditions, nor shall it be construed as a waiver of KCRHA's rights or legal position in the above-referenced litigation.

This letter is intended to preserve all rights and remedies available to KCRHA under law. Nothing herein should be interpreted as acquiescence to, or agreement with, the challenged conditions.

Please direct any correspondence regarding this matter to Jeff Simms, Chief Program Officer, jeff.simms@kcrha.org.

Sincerely,

Signed by:

9EE1B2C20DA74A7...

Kelly Kinnison
Chief Executive Officer

The Honorable Barbara J. Rothstein

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

NO. 2:25-cv-814

MARTIN LUTHER KING, JR. COUNTY;
PIERCE COUNTY; SNOHOMISH COUNTY;
CITY AND COUNTY OF SAN FRANCISCO;
COUNTY OF SANTA CLARA; CITY OF
BOSTON; CITY OF COLUMBUS; and CITY
OF NEW YORK,
Plaintiffs,

vs.

SCOTT TURNER in his official capacity as
Secretary of the U.S. Department of Housing
and Urban Development; the U.S.
DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT; SEAN DUFFY in his
official capacity as Secretary of the U.S.
Department of Transportation; the U.S.
DEPARTMENT OF TRANSPORTATION;
MATTHEW WELBES in his official capacity
as acting Director of the Federal Transit
Administration; and the FEDERAL TRANSIT
ADMINISTRATION, Defendants.

**ORDER GRANTING PLAINTIFFS'
FIRST AND SECOND MOTIONS FOR
PRELIMINARY INJUNCTION**

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I. INTRODUCTION

Plaintiffs King County, New York City, Denver, and 28 other counties, cities, and local housing and transportation agencies bring this action to challenge the Trump administration's imposition of what Plaintiffs claim are unlawful and politically motivated funding conditions on an estimated \$4 billion in critical federal grants. Plaintiffs contend that these funding conditions seek to compel compliance with the administration's political agenda, including mandates to prohibit "promotion" of "gender ideology" and "elective abortions," and to verify that "any Federal public benefit" will not be provided to any "ineligible alien." Plaintiffs claim that these funding conditions are unrelated to the underlying grants, which were conditionally awarded earlier this year by Defendants U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Transportation ("DOT"), including through DOT agencies, the Federal Transit Administration ("FTA"), Federal Highway Administration ("FHWA"), Federal Aviation Administration ("FAA"), and Federal Railroad Administration ("FRA").¹ These grants

¹Plaintiffs are Martin Luther King, Jr. County, Washington ("King County"), Pierce County, Washington ("Pierce County"), Snohomish County, Washington ("Snohomish County"), City and County of San Francisco, California ("San Francisco"), County of Santa Clara, California ("Santa Clara"), City of Columbus, Ohio ("Columbus"), City of Boston, Massachusetts ("Boston"), City of New York, New York ("NYC"), City and County of Denver, Colorado ("Denver"), the Metropolitan government of Nashville and Davidson County, Tennessee ("Nashville"), Pima County, Arizona ("Pima County"), County of Sonoma, California ("Sonoma"), City of Bend, Oregon ("Bend"), City of Cambridge, Massachusetts ("Cambridge"), City of Chicago, Illinois ("Chicago"), City of Culver City, California, ("Culver City"), City of Minneapolis, Minnesota ("Minneapolis"), City of Pittsburgh, Pennsylvania ("Pittsburgh"), City of Portland, Oregon ("Portland"), City of San Jose, California ("San Jose"), City of Santa Monica, California ("Santa Monica"), City of Pasadena, California ("Pasadena"), City of Tucson, Arizona ("Tucson"), City of Wilsonville, Oregon ("Wilsonville"), Central Puget Sound Regional Transit Authority located in King, Pierce, and Snohomish Counties, Washington ("CPSRTA"), Intercity Transit located in Thurston County, Washington ("Intercity Transit"), Port of Seattle, Washington ("Port of Seattle"), King County Regional Homelessness Authority located in King County, Washington ("King County RHA"), Santa Monica Housing Authority, California ("Santa Monica HA"), San Francisco County Transportation Authority, located in the City and County of San Francisco, California ("SFCTA"), and Treasure Island Mobility Management Agency located in Treasure Island and Yerba Buena Island, California ("TIMMA") (collectively "Plaintiffs"). Dkt. No. 71 ("Amend. Comp.") ¶¶ 8-38.

Defendants are HUD, DOT, Scott Turner in his official capacity as Secretary of HUD, Sean Duffy in his official capacity as Secretary of DOT, FTA, Tariq Bokhari as the acting Director of FTA, FHWA, Gloria M. Shepard as the

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support vital programs in urban centers across the country, including homelessness prevention, housing assistance, and transportation infrastructure, that Congress has long recognized as essential through its appropriations. Plaintiffs assert that these new funding conditions are unconstitutional, exceed statutory authority, and violate the Administrative Procedure Act.

Currently before the Court are Plaintiffs' First and Second Motions for Preliminary Injunction, both of which Defendants oppose. Having reviewed the briefs and exhibits filed in support of and in opposition to the motions, the record of the case, and the relevant legal authority, and having heard the argument of counsel, the Court will grant the motions. The reasoning for the Court's decision follows.

II. PROCEDURAL HISTORY

This lawsuit began on May 2, 2025, when eight cities and counties across the United States sued HUD, DOT, FTA, and their respective administrators, challenging their imposition of new funding conditions on grants the cities and counties had been conditionally awarded for fiscal year 2024. Dkt. No. 1 ("Compl.").² Three days later, on May 5, 2025, seven of the cities and counties filed a motion for a temporary restraining order ("TRO") in which they sought to enjoin HUD, DOT, and FTA from imposing the new funding conditions on the grants.³ Dkt. No. 5 ("TRO Mot."). After briefing and a hearing on May 7, 2025, this Court granted the motion and temporarily enjoined HUD, DOT, and FTA from: (1) imposing or enforcing the new funding conditions on the grants, (2) rescinding or cancelling the grant agreements (or otherwise impeding

acting Director of FHWA, FAA, Chris Rocheleau as acting Administrator of FAA, FRA, and Drew Feeley as acting Administrator of FRA (collectively "Defendants").

² The original eight plaintiffs were: King County, Pierce County, Snohomish County, San Francisco, Santa Clara, Boston, Columbus, and NYC. Dkt. No. 1.

³ Columbus did not join the motion.

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1 or withholding the funds) based on the new funding conditions, and (3) requiring Plaintiffs to
2 make certifications or other representations related to compliance with the new funding
3 conditions. Dkt. No. 52 (“TRO Order”).

4 At the conclusion of the hearing on the TRO motion, the seven cities and counties stated
5 their intent to move for a preliminary injunction on the same issues subject to the TRO, which
6 was set to expire fourteen days later. Dkt. No. 53. This Court ordered briefing and on May 21,
7 2025, held a hearing on the motion for a preliminary injunction. *Id.*; Dkt. No. 73. At the
8 conclusion of that hearing, the Court determined that good cause existed to extend the TRO by
9 another fourteen days, to June 4, 2025, and indicated that it would issue a written decision on the
10 motion for preliminary injunction by that date. Dkt. No. 73. Thereafter, also on May 21, 2025,
11 Plaintiffs filed an amended complaint adding twenty-one cities, counties, and local housing and
12 transit agencies as plaintiffs, as well as FHWA, FAA, FRA, and their respective administrators, as
13 defendants. Dkt. No. 71 (“Amend. Compl.”). Plaintiffs Cambridge, KCRHA, Nashville,
14 Pasadena, Pima County, San Jose, Santa Monica HA, and Tucson join in the original plaintiffs’
15 challenge to the imposition of the new funding conditions on HUD grants that they were
16 conditionally awarded for fiscal year 2024. Dkt. No. 72, Ex. 2, n. 1. Plaintiffs Bend, Boston,
17 Chicago, Columbus, Culver City, Denver, Intercity, Minneapolis, Nashville, NYC, Pierce County,
18 Pima County, Pittsburgh, Port of Seattle, Portland, San Francisco, San Jose, Santa Clara, Santa
19 Monica, Snohomish County, Sonoma County, CPSRTA, SFCTA, TIMMA, Tucson, and
20 Wilsonville join in the original plaintiffs’ challenge to the imposition of the new funding
21 conditions on DOT grants that they were conditionally awarded for fiscal year 2024. *Id.*

22 The Amended Complaint was accompanied by Plaintiffs’ Second Motion for a Temporary

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1 Restraining Order and Preliminary Injunction. Dkt. No. 72 (“Pls. Sec. Mot.”). In this motion,
 2 Plaintiffs Columbus, Intercity, Minneapolis, NYC, Port of Seattle, and Tucson sought a TRO
 3 against DOT enjoining it from imposing the new funding conditions on their conditionally
 4 awarded grants. Pls. Sec. Mot, Ex. 1, n. 1. And Plaintiffs Cambridge and Pasadena sought a TRO
 5 against HUD enjoining it from imposing the new funding conditions on their conditionally
 6 awarded grants. *Id.* Defendants acknowledged that they “oppose the New Plaintiffs’ TRO and
 7 preliminary injunction motion for the same reasons they opposed the first.” Dkt. No. 151 (“Defs.
 8 Opp. to Pls. Sec. Mot.”) at 4. After reviewing the second motion for a TRO and Defendants’
 9 opposition thereto, this Court determined that the motion raised questions of law and fact that are
 10 materially identical to those raised in the first motion for a TRO, and granted the second TRO on
 11 the same terms as the first TRO. *See* Dkt. No. 152 (“Sec. TRO Order”) at 2–4.

12 Now before the Court are Plaintiffs’ first and second motions for a preliminary injunction,
 13 in which collectively all Plaintiffs join.

14 III. FACTUAL BACKGROUND

15 A. Overview of Federal Grants

16 As stated above, this lawsuit concerns the allocation of grants from two federal agencies:
 17 HUD and DOT, and several DOT operating administrations: FTA, FHWA, FAA, and FRA.⁴
 18 Plaintiffs allege that in January 2025, they were each awarded grants from these agencies for the
 19 fiscal year 2024, but beginning in March and April 2025, Defendants began to impose new
 20 funding conditions on the grants. Plaintiffs claim that these conditions exceed Congressional

22 ⁴ Congress and DOT refer to DOT divisions—including FTA, FHWA, FAA, and FRA—as “operating
 23 administrations.” 49 U.S.C. § 102; 49 C.F.R. § 1.2.

1 authorization and violate the United States Constitution and the Administrative Procedure Act.
 2 With this lawsuit, Plaintiffs seek a declaration that the new funding conditions are unlawful and
 3 an injunction enjoining Defendants from imposing the conditions, or substantially similar
 4 conditions, on the grants, and/or from withholding the grants based on those conditions. To that
 5 end, it is helpful to have a basic understanding of the federal grant process.

6 Each year, Congress exercises its constitutional authority to appropriate taxpayer
 7 resources to federal agencies through annual appropriation bills. These bills specify the amount of
 8 money allocated to each agency, and for what purposes, for that fiscal year.⁵ While the process
 9 for awarding grant funds varies by program, generally the federal agencies issue notices of
 10 funding opportunity (“NOFO”) that announce the availability of funding, outline the requirements
 11 for the grant programs, and reflect the specific goals and priorities of the funding programs.⁶ State
 12 and local governments, nonprofits, and other entities apply to receive grant funds and the agencies
 13 review the applications to assess the eligibility both of the applicant and the proposed use of the
 14 funds to ensure the proposed project is in compliance with the program’s statutory and regulatory
 15 requirements.⁷ The agencies then issue notices of award to those applicants whose proposals are
 16 approved and conditionally funded.⁸ Once the grant recipient successfully meets the requirements
 17 for the grant, a grant or cooperative agreement is issued, and the funds are released. The grant or
 18

19 ⁵ *The Appropriations Committee: Authority, Process, and Impact*, Appropriations Chairman Tom Cole,
 20 <https://appropriations.house.gov/about/appropriations-committee-authority-process-and-impact> (last visited May 9,
 2025).

21 ⁶ *The Grant Lifecycle*, Grants.gov, <https://www.grants.gov/learn-grants/grants-101/the-grant-lifecycle> (last visited
 May 9, 2025).

22 ⁷ Natalie Paris, *Understanding Federal Agency Grant Disbursement, Payment Processes, and “Freezes”*,
 Congressional Research Service (Feb. 21, 2025), <https://www.congress.gov/crs-product/IF12924>.

23 ⁸ *Award Phase*, Grants.gov, <https://www.grants.gov/learn-grants/grants-101/award-phase.html#NOA> (last visited
 May 9, 2025).

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1 cooperative agreement sets forth the terms and conditions attached to the award, which generally
 2 include the amount of funding approved, a description and scope of the project, an approved
 3 budget, and financial and performance reporting requirements.⁹ If the grant recipient signs the
 4 agreement or withdraws grant funds, it becomes legally obligated to carry out the terms and
 5 conditions of the agreement.¹⁰

6 **B. The HUD Grants**

7 Congress enacted the McKinney-Vento Homeless Assistance Act (the “Homeless
 8 Assistance Act”) to “meet the critically urgent needs of the homeless of the Nation” by providing
 9 “funds for programs to assist the homeless, with special emphasis on elderly persons,
 10 handicapped persons, families with children, Native Americans, and veterans.” 42 U.S.C. §
 11 11301(b)(2)–(3). Through the Act, Congress provides federal funding for a number of programs,
 12 including the Continuum of Care Program (“CoC Program”). The CoC Program is designed “to
 13 assist individuals (including unaccompanied youth) and families experiencing homelessness” by
 14 providing services “to help such individuals move into transitional and permanent housing, with
 15 the goal of long-term stability.”¹¹ It does this by providing funding to states, local governments,
 16 Indian Tribes, and nonprofit entities for a variety of programs, including shelters and supportive
 17 housing, rental assistance, childcare, job training, healthcare, mental health services, and life
 18 skills training. *Id.* §§ 11360(29), 11381, 11383.

21 ⁹ Paris, *supra* note 7.

22 ¹⁰ Award Phase, *supra* note 8.

23 ¹¹ Continuum of Care (CoC) Program Eligibility Requirements, HUD Exchange,
<https://www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/> (last visited May 9, 2025).

1 HUD is the federal agency responsible for administering the CoC Program. Most
 2 recently, Congress appropriated funds for the CoC Program in the 2024 Consolidated
 3 Appropriations Act (“the Appropriations Act”) and in January 2024, HUD posted a NOFO
 4 announcing CoC funding for fiscal years 2024 and 2025.¹² Plaintiffs King County, Pierce
 5 County, Snohomish County, San Francisco, Santa Clara, Boston, Columbus, NYC, Nashville,
 6 Pima County, Cambridge, Pasadena, San Jose, Tucson, King County RHA, and Santa Monica
 7 HA (collectively, “the CoC Plaintiffs”) each timely submitted applications in response to the
 8 NOFO and on January 17, 2025, HUD conditionally awarded the CoC Plaintiffs hundreds of
 9 millions of dollars in CoC grants for fiscal year 2024. Relying on these awards, CoC Plaintiffs
 10 have already committed, and in some cases expended, millions of dollars for homeless assistance
 11 services.

12 C. The DOT Grants

13 Congress established DOT in 1966 “to assure the coordinated, effective administration of
 14 the transportation programs of the Federal Government” and has established by statute a wide
 15 variety of grant programs that provide federal funds to state and local governments for public
 16 transit services. Department of Transportation Act, Pub. L. No. 89-670, 80 Stat. 931 (1966). In
 17 administering these grant programs, DOT often acts through its operating administrations,
 18 including the FTA, FHWA, FAA, and FRA.

21 ¹² *FY 2024 and FY 2025 Continuum of Care Competition and renewal or Replacement of Youth Homeless*
 22 *Demonstration Program Grants FR-6800N-2025*, U.S. Department of Housing and Urban Development (August 29,
 23 2025), [FY 2024 and FY 2025 Continuum of Care Competition and Renewal or Replacement of Youth Homeless](#)
 24 [Demonstration Program Grants](#).

1. The FTA Grant Programs

FTA provides financial and technical assistance to local public transit systems nationwide.¹³ Since at least 2021, Congress has annually appropriated funding for grants administered by FTA, including grants for: (1) the operation of public transit facilities and equipment in urban areas, (2) public transit systems that operate on fixed rights-of-way such as rail or passenger ferries, (3) replacement of rail rolling stock, and (4) the purchase and maintenance of buses and bus facilities. 49 U.S.C. §§5302(8), 5307(a)(1), 5337(b), 5339(a)(2), (b), (c). Plaintiffs King County, San Francisco, Boston, NYC, Pima County, Denver, Chicago, Culver City, Portland, Santa Monica, Tucson, Wilsonville, Intercity Transit, and Sound Transit operate public transit or are otherwise eligible for FTA grants and “currently rely on billions of dollars in appropriated federal funds from FTA grant programs for transit services and improvements provided or undertaken for the benefit of their residents.” Amend. Compl. ¶ 91.

2. FHWA Grant Programs

FHWA supports state and local governments in the design, construction, and maintenance of the nation’s highway system through financial and technical assistance.¹⁴ To that end, FHWA administers programs such as Safe Streets and Roads for All, the Federal Highway-Aid Program, the Bridge Investment Program, and the National Culvert Removal, Replacement, and Restoration Grant Program. Congress annually appropriates funds to the foregoing programs, including through the Infrastructure Investment and Jobs Act of 2021 (“the Infrastructure and Jobs Act”).

¹³ *About FTA*, Federal Transit Administration, <https://www.transit.dot.gov/about-fta> (last visited May 9, 2025).

¹⁴ *About FHWA*, U.S. Department of Transportation Federal Highway Administration, <https://highways.dot.gov/about/about-fhwa#:~:text=Who%20We%20Are,technologically%20sound%20in%20the%20world> (last visited May 29, 2025).

1 Plaintiffs King County, Pierce County, San Francisco, Santa Clara, Snohomish County, Boston,
 2 Columbus, NYC, Denver, Nashville, Pima County, Chicago, Minneapolis, Portland, Pittsburgh,
 3 San Jose, Santa Monica, Sound Transit, Tucson, SFCTA, and TIMMA receive and rely on
 4 FHWA grants worth hundreds of millions of dollars in appropriated funds.

5 **3. FAA Grant Programs**

6 The FAA's primary purpose is to regulate civil aviation and to maintain and operate air
 7 traffic control and navigation systems.¹⁵ Congress has established by statute a variety of grant
 8 programs administered by DOT, acting through the FAA, that provide federal funds to public
 9 agencies for planning and development of airports. These programs include the Airport
 10 Improvement Program and the Airport Infrastructure Grants Program, which are funded by
 11 Congress through statutes such as the Infrastructure and Jobs Act, the FAA Reauthorization Acts
 12 of 2018 and 2024, and most recently, the Consolidated Appropriations Act of 2024. Plaintiffs
 13 King County, Pierce County, Snohomish County, San Francisco, Denver, Pima County, Sonoma
 14 County, Bend, Chicago, San Jose, and Port of Seattle currently have hundreds of millions of
 15 dollars in appropriated federal funds from FAA grant programs for airport development and
 16 infrastructure projects.

17 **4. FRA Grant Programs**

18 The mission of FRA is to enable the safe, reliable, and efficient movement of people and
 19 goods via railways across the United States.¹⁶ FRA provides federal funds to public agencies for
 20

21 ¹⁵ *Federal Aviation Administration*, Federal Register, <https://www.federalregister.gov/agencies/federal-aviation-administration#:~:text=The%20mission%20of%20the%20FAA,and%20the%20National%20Airspace%20System>
 22 (last visited May 29, 2025).

23 ¹⁶ *FRA 101: Getting to Know FRA*, U.S. Department of Transportation Federal Railroad Administration (Aug.
 24 2021), <https://railroads.dot.gov/sites/fra.dot.gov/files/2021-12/20210824-FRA101.pdf>.

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1 rail infrastructure projects such as the Railroad Crossing Elimination Grant Program that provides
2 funds to improve the safety and mobility of people and goods at railway crossings. Funding for
3 the program was provided through the Infrastructure and Jobs Act. Plaintiffs allege that Bend,
4 Minneapolis, Portland, Sound Transit, and San Jose currently have millions of dollars in
5 appropriated federal funds from FRA grant programs for rail infrastructure projects.

6 **5. The DOT SMART Grant Program**

7 The Strengthening Mobility and Revolutionizing Transportation (“SMART”) grant
8 program was established by Congress through the Infrastructure and Jobs Act to provide grants
9 “to eligible public sector agencies for projects focused on advanced smart community
10 technologies and systems in order to improve transportation efficiency and safety.” *Id.* ¶ 116. It is
11 administered by DOT. Plaintiffs allege that Boston, Chicago, Minneapolis, Nashville, and
12 Intercity Transit are slated to receive millions of dollars in appropriated funds for the SMART
13 grant program.

14 **D. New Funding Conditions in the HUD and DOT Grant Agreements**

15 Plaintiffs claim that HUD and DOT are imposing unlawful funding conditions on the
16 CoC and DOT grants—conditions that were not included in the relevant NOFOs or authorized by
17 statute or regulation. Rather, Plaintiffs argue, the new funding conditions seek “to coerce grant
18 recipients that rely on federal funds into implementing President Trump’s policy agenda, and
19 direct them to adopt his legal positions, contrary to settled law. Amend. Compl. ¶ 4. Plaintiffs
20 challenge Defendants’ imposition of new funding conditions on the grants, arguing that the
21 conditions are unconstitutional, violate the Administrative Procedure Act, and exceed statutory

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1 authority. It is understood that without acceptance of these conditions, the grants will not be
2 funded.

3 **1. The New HUD Funding Conditions**

4 Plaintiffs allege that beginning in March and April 2025, HUD presented the CoC
5 Plaintiffs with grant agreements (collectively, “the CoC Grant Agreements”) that contained new
6 funding conditions that were not included in the relevant NOFO, and not authorized by the
7 Homeless Assistance Act, the Appropriations Act, or HUD regulations. Specifically, Plaintiffs
8 object to the following six conditions in the CoC Grant Agreements:

- 9 A. The recipient “shall not use grant funds to promote ‘gender ideology,’ as defined
10 in E.O. 14168 Defending Women from Gender Ideology Extremism and
Restoring Biological Truth to the Federal Government”;
- 11 B. The recipient “agrees that its compliance in all respects with all applicable Federal
12 anti-discrimination laws is material to the U.S. Government’s payment decisions
for purposes of [the False Claims Act, 31 U.S.C. § 3729(b)(4)]”;
- 13 C. The recipient “certifies that it does not operate any programs that violate any
14 applicable Federal anti-discrimination laws, including Title VI of the Civil Rights
Act of 1964”;
- 15 D. The recipient “shall not use any Grant Funds to fund or promote elective
16 abortions, as required by E.O. 14182, Enforcing the Hyde Amendment”;
- 17 E. “No state or unit of general local government that receives funding under this
18 grant may use that funding in a manner that by design or effect facilitates the
subsidization or promotion of illegal immigration or abets policies that seek to
shield illegal aliens from deportation”; and
- 19 F. “Subject to the exceptions provided by [the Personal Responsibility and Work
20 Opportunity Reconciliation Act of 1996 (“PRWORA”)], the recipient must use
21 SAVE, or an equivalent verification system approved by the Federal government,
to prevent any Federal public benefit from being provided to an ineligible alien
22 who entered the United States illegally or is otherwise unlawfully present in the
United States.”

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Dkt. No. 11 (“McSpadden Decl.”), Ex. A at 3. In addition, the CoC Grant Agreements also state that the Agreements, the recipients’ use of funds provided under the Agreements, and the recipients’ operation of projects with grant funds are “governed by” “all current Executive Orders.” *Id.* at 1, ¶ 5.

2. The New DOT Funding Conditions

Plaintiffs claim that DOT and its operating administrations have also attached unlawful funding conditions to the DOT grants by amending the grants’ general terms and agreements, master grant agreements, and/or assurance requirements. For instance, Plaintiffs allege that DOT inserted the following funding conditions in the FTA Master Agreement that governs all FTA grants:

- A. “Pursuant to section (3)(b)(iv)(A), Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government’s payment decisions for purposes of [the False Claims Act, 31 U.S.C. § 3729(b)(4)]”;
- B. “Pursuant to section (3)(b)(iv)(B), Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*, by entering into this Agreement, Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws”; and
- C. “[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.”

Amend. Compl. ¶¶ 164, 172. In addition, the April 25, 2025 FTA Master Agreement requires that the recipient comply with all applicable federal laws, regulations, and requirements and defines “federal requirements” to include “executive order.” *Id.* ¶¶ 168, 170. Plaintiffs allege that the

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foregoing new funding conditions are included in materially identical form in the FHWA, FAA, and FRA grant requirements, as well as the DOT SMART grant program. They charge that the new funding conditions were not included in the relevant NOFOs, were not authorized by the relevant statutes, and are inconsistent with the relevant regulations.

E. Plaintiffs Allege Irreparable Harm

Plaintiffs allege that “[t]he grant conditions that Defendants seek to impose leave [them] with the Hobson’s choice of accepting illegal conditions that are without authority [and] contrary to the Constitution . . . or forgoing the benefit of grant funds . . . that are necessary for crucial local services.” *Id.* ¶ 235. Plaintiffs claim that loss of the CoC Program grants would result in a loss of hundreds of millions of dollars in funding for housing and other services meant to meet the basic needs of the CoC Plaintiffs’ homeless residents, including access to housing, healthcare, and counseling, which would have a devastating impact on their residents and communities. Likewise, Plaintiffs allege that the DOT grants represent billions of dollars in funding for critical services and projects for the DOT Plaintiffs’ residents, including transit improvement and safety initiatives, critical railway and airport infrastructure, transportation modernization, and improved air quality. Plaintiffs assert that the loss of these projects would irreparably harm DOT Plaintiffs’ residents and communities.

IV. DISCUSSION

A. The APA Sovereign Immunity Waiver Applies to Plaintiffs’ Claims and this Court Has Jurisdiction pursuant to 28 U.S.C. § 1331

“[A plaintiff] may sue the United States only if Congress has waived sovereign immunity for the lawsuit, and may bring its claim in federal district court only if Congress has provided for jurisdiction there.” *North Star Alaska v. United States*, 9 F.3d 1430, 1432 (9th Cir. 1993) (en

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banc) (per curiam). Thus, as a threshold matter, this Court must determine whether Congress has waived sovereign immunity for Plaintiffs’ claims and whether this Court has subject-matter jurisdiction to address them. For the reasons set forth below, this Court concludes that the answer to both questions is yes.

1. The Sovereign Immunity Waiver under the APA

It is a bedrock principal of our legal system that the federal government—including its federal agencies—has sovereign immunity and may not be sued absent a clear and express waiver by statute. *See United Aeronautical Corporation v. United States Air Force*, 80 F.4th 1017, 1022 (9th Cir. 2023); *see also United States v. Mitchell*, 463 U.S. 206, 212 (1983) (“It is axiomatic that the United States may not be sued without its consent and that existence of such consent is a prerequisite for jurisdiction.”). The Administrative Procedure Act (“APA”), 5 U.S.C. § 551 *et seq.*, is one example of such waiver—the statute expressly waives federal sovereign immunity so that a plaintiff “adversely affected” by a “final agency action” may obtain “judicial review thereof.” *Id.* § 702; *see also Cmty Legal Servs. in E. Palo Alto v. U.S. Dep’t of Health & Hum. Servs.*, No. 25-2802, 2025 WL 1393876, at *2 (9th Cir. May 14, 2025) (quoting *Abbott Lab’ys v. Gardner*, 387 U.S. 136, 140–41 (1967) (The APA “embodies [a] basic presumption of judicial review to one ‘suffering legal wrong because of agency action.’”)).

However, the APA’s sovereign immunity waiver is not without limits. Relevant to this motion are two such limitations. First, the waiver does not apply if the relief sought by the plaintiff is expressly or impliedly forbidden by another statute. *Tucson Airport Auth. v. Gen. Dynamics Corp.*, 136 F.3d 641, 645 (9th Cir. 1998); *see also Cmty Legal Servs. in E. Palo Alto*, 2025 WL 1393876, at *2 (“The APA generally waives sovereign immunity and permits a

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challenge to agency action unless ‘any other statute that grants consent to suit expressly or impliedly forbids the relief which is sought.’”) (quoting 5 U.S.C. § 702). Second, the waiver does not apply if an agency action is “committed to agency discretion by law.” *Jajati v. U.S. Customs & Border Prot.*, 102 F.4th 1011, 1014 (9th Cir. 2024) (quoting 5 U.S.C. § 701(a)(2)).

In addition, the APA is not a jurisdiction-conferring statute in that it does not directly grant subject matter jurisdiction to the federal courts. *See Califano v. Sanders*, 430 U.S. 99, 105 (1977). Instead, federal courts exercise jurisdiction over APA claims pursuant to 28 U.S.C. § 1331, which grants courts jurisdiction to hear cases arising under federal law. *See South Delta Water Agency v. United States*, 767 F.2d 531, 539 (9th Cir. 1985) (“[T]he Supreme Court has interpreted section 1331 as conferring jurisdiction on federal courts to review agency action ‘subject only to preclusion-of-review statutes created or retained by Congress. . . .’”) (quoting *Califano*, 430 U.S. at 105)).

2. The Parties’ Jurisdictional Arguments

According to Plaintiffs, their claims fall squarely within the APA’s sovereign immunity waiver because they seek injunctive and declaratory relief against HUD and DOT actions that have adversely affected them, and that this Court has jurisdiction under 28 U.S.C. § 1331. Defendants counter that Plaintiffs’ claims fall outside the APA’s waiver and this Court’s jurisdiction for two reasons. First, they argue that the relief Plaintiffs request is impliedly forbidden by the Tucker Act, 28 U.S.C. § 1491, which grants the Court of Federal Claims exclusive jurisdiction over contract claims against the federal government. § 1491(a). Second, Defendants contend that HUD’s and DOT’s decision to impose the new funding conditions on

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the grants is not subject to this Court’s review because the action is “committed to agency discretion by law.” 5 U.S.C. § 701(a)(2).

3. The Tucker Act Does Not Impliedly Forbid the Relief Sought by Plaintiffs

Defendants argue that Plaintiffs’ claims, while pled under the APA, are actually breach-of-contract claims against the United States and, therefore, must be brought in the Court of Federal Claims. In other words, Defendants’ jurisdictional argument hinges on their successfully recharacterizing Plaintiffs’ allegations as contract claims rather than APA challenges to agency action. *See Cmty Legal Servs. in E. Palo Alto*, 2025 WL 1393876, at *2 (“[T]he Tucker Act . . . ‘impliedly forbid[s]’ an APA action seeking injunctive and declaratory relief only if that action is a ‘disguised’ breach-of-contract claim.”) (quoting *United Aeronautical Corp.*, 80 F.4th at 1026).

a. Plaintiffs’ APA Claims Are Not “Disguised” Breach-of-Contract Claims

To resolve whether Plaintiffs’ APA claims are “disguised” breach-of-contract claims that must be brought in the Court of Federal Claims, this Court must determine: (1) “the source of the rights” upon which Plaintiffs base their claims, and (2) “the type of relief” Plaintiffs seek. *United Aeronautical Corp.*, 80 F.4th at 1026 (quoting *Megapulse, Inc. v. Lewis*, 672 F.2d 959, 967 (D.C. Cir. 1982) (“The classification of a particular action as one which is or is not ‘at its essence’ a contract action depends on both the source of the rights upon which plaintiff bases its claims, and upon the type of relief sought (or appropriate).”). “If the rights and remedies are *statutorily* or *constitutionally* based,” this Court has jurisdiction; “if the rights and remedies are *contractually* based,” the Court of Federal Claims has jurisdiction. *Id.* (emphasis in original).

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(i) **The Source of Rights on which Plaintiffs’ Base Their Claims**

In examining the source of the rights upon which a plaintiff bases its claims, courts consider, among other things: (1) whether the “asserted rights and the government’s purported authority arise from statute,” (2) whether the “rights exist . . . apart from rights created under [a] contract,” and (3) whether the plaintiff seeks to enforce a duty on the government that was created by a contract “to which the government is a party. *Crowley Gov’t Servs., Inc. v. Gen. Servs. Admin.*, 38 F.4th 1099, 1107 (D.C. Cir. 2022). Courts have explicitly rejected the notion “that any case requiring some reference to . . . a contract is necessarily on the contract and therefore directly within the Tucker Act” because to do so would “deny a court jurisdiction to consider a claim that is validly based on grounds other than a contractual relationship with the government.” *Id.* (quoting *Megapulse*, 672 F.2d at 967–68) (recognizing that “[c]ontract issues may arise in various types of cases where the action itself is not founded on a contract”). “[T]he mere fact that a court may have to rule on a contract issue does not, by triggering some mystical metamorphosis, automatically transform an action . . . into one on the contract and deprive the court of jurisdiction it might otherwise have.” *Megapulse*, 672 F.2d at 968; *see also Transohio Sav. Bank v. Director, Office of Thrift Supervision*, 967 F.2d 598, 609 (D.C. Cir. 1992), *rev’d on other grounds*, *Perry Capital LLC v. Mnuchin*, 864 F.3d 591 (D.C. Cir. 2017) (“The answer . . . depends not simply on whether a case involves contract issues, but on whether, despite the presence of a contract, plaintiffs’ claims are founded only on a contract, or whether they stem from a statute or the Constitution.”).

Defendants argue that the purpose of Plaintiffs’ lawsuit is to force the government to release the CoC and DOT grant funds to them, and the sources of Plaintiffs’ rights to those funds

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are the CoC and DOT Grant Agreements. According to Defendants, “[t]hat means the source of Plaintiffs’ rights are [*sic*] contractual, and this Court lacks subject-matter jurisdiction.” Dkt. No. 55 (“Defs.’ Opp.”) at 15. Defendants misconstrue the nature of Plaintiffs’ lawsuit. Contrary to what Defendants argue, Plaintiffs are not seeking an order from this Court directing payment of the grant funds to them. Instead, the relief Plaintiffs seek is an order from this Court *declaring* that the *new funding conditions* are unlawful and *enjoining* Defendants from imposing them in the Grant Agreements. Specifically, Plaintiffs seek: (1) a declaration that the new funding conditions Defendants imposed in the Grant Agreements “are unconstitutional, are not authorized by statute, violate the APA, and are otherwise unlawful” and (2) an injunction “enjoining [Defendants] from “imposing or enforcing [the new funding conditions] or any materially similar terms or conditions to any [CoC or DOT] funds received by or awarded to, directly or indirectly, [Plaintiffs].” Amend Compl. at VI. A–D. Plaintiffs contend that the funding conditions are unlawful because they are not included in the relevant NOFOs, are unauthorized by the statutes that created the relevant programs, are inconsistent with the appropriations statutes that fund the programs, and do not comply with the regulations that HUD and DOT promulgated to implement the programs. *See generally* Amend. Compl. Resolution of Plaintiffs’ claims will require this Court to conduct an in-depth analysis of the foregoing statutes and regulations to determine whether Defendants acted reasonably and in compliance with Plaintiffs’ statutory and constitutional rights; resolution of Plaintiffs’ claims will not require an analysis of the respective Grant Agreements. Thus, the source of Plaintiffs’ rights resides in statutes and the Constitution, not in any contractual provisions in the Grant Agreements. *See Cmty Legal Servs. in E. Palo Alto*, 2025 WL 1393876, at *2 (“[P]laintiffs seek to enforce

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compliance with statutes and regulations, not any government contract. . . . Seeking to ensure compliance with statutory and regulatory commands is a matter beyond the scope of the Tucker Act’s exclusive jurisdiction.”); *Widakuswara v. Lake*, No. 25-5144, 2025 WL 1288817, at *10 (D.C. Cir. May 3, 2025) (Pillard dissenting) (“What matters is what the court must examine to resolve the case: If a plaintiff’s claim depends on interpretation of statutes and regulations rather than the terms of an agreement negotiated by the parties, the claim is not in essence contractual.”); *Crowley*, 38 F.4th at 1109–10 (claim was statutory, not contractual, when it “require[d] primarily an examination of statutes”); *Climate United Fund v. Citibank, N.A.*, No. 25-cv-698, 2025 WL 842360, at *6 (D.D.C. March 18, 2025) (“Plaintiffs do not challenge a contract between the parties—they challenge an action . . . Plaintiffs’ ‘claims arise under a federal grant program and turn on the interpretation of statutes and regulations rather than on the interpretation of an agreement negotiated by the parties.’”) (quoting *Md. Dep’t of Hum. Res. v. Dep’t of Health & Hum. Servs.*, 763 F.2d 1441, 1449 (D.C. Cir. 1985)).

(ii) The Type of Relief Sought by Plaintiffs

Next, this Court must consider the nature of the relief sought by Plaintiffs in this lawsuit. *United Aeronautical Corp.*, 80 F.4th at 1026. If the relief sought is “akin to the traditional remedies available for breach of contract (damages or specific performance)”, the Tucker Act applies, and Plaintiffs’ claims belong in the Court of Federal Claims. *Id.*; *Crowley*, 398 F.4th at 1107 (“The crux of this inquiry . . . boils down to whether the plaintiff effectively seeks to attain money damages in the suit.”). If, however, the relief sought is not for money damages, then Plaintiffs’ claims do not belong in the Court of Federal Claims, which is a specialized forum to resolve “actions based on government contracts,” *Megapulse*, 672 F.2d at 967, for “naked money

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judgment[s] against the United States.” *Bowen v. Massachusetts*, 487 U.S. 879, 905 (1988). As discussed above, Plaintiffs seek injunctive and declaratory relief only, they do not seek money damages based on a breach of contract claim. Indeed, the Amended Complaint expressly seeks no monetary relief. This, alone, is sufficient to render the Tucker Act inapplicable. *See Bowen*, 487 U.S. at 893 (“[I]nsofar as the complaints sought declaratory and injunctive relief, they were certainly not actions for money damages.”).

Nevertheless, Defendants argue that if this Court grants the equitable relief Plaintiffs request, it will ultimately result in the federal government having to disburse the grant funds, so Plaintiffs’ request is really one for money damages. Defendants’ argument is foreclosed by *Bowen*, 487 U.S. at 893. In *Bowen v. Massachusetts*, the Supreme Court was asked to address the scope of the APA’s sovereign immunity waiver where the Commonwealth of Massachusetts challenged a final order of the Secretary of Health and Human Services (“the Secretary”) refusing to reimburse Massachusetts through the Medicaid program for services related to care for the mentally disabled. *Id.* at 882. Massachusetts filed a complaint in district court alleging jurisdiction pursuant to 28 U.S.C. § 1331 and waiver of sovereign immunity under the APA. *Id.* The Secretary argued that Massachusetts could not bring its claim under the APA because it was seeking “money damages”—*i.e.*, reimbursement for the Medicaid services—and, as such, the federal district court did not have jurisdiction.

The Supreme Court disagreed, concluding that the district court did have jurisdiction because the relief sought by Massachusetts did not constitute “money damages” within the meaning of the APA. *Id.* at 893. In reaching this decision, the Supreme Court noted that “[t]he fact that a judicial remedy may require one party to pay money to another is not a sufficient

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reason to characterize the relief as ‘money damages’”. *Id.* In other words, the Supreme Court held that even though the relief Massachusetts requested—reversal of the Secretary’s decision to deny reimbursement—would obligate the United States to pay Massachusetts, this did not mean that Massachusetts’ claim was for “‘money damages’ as that term is used in the law.” *Id.* at 883. The Supreme Court distinguished between compensatory damages, which “‘are given to the plaintiff to *substitute* for a suffered loss”” and specific remedies, which “‘are not substitute remedies at all, but attempt to give the plaintiff the very thing to which he was entitled.” *Id.* at 895 (quoting *Md. Dep’t of Hum. Res.*, 763 F.2d at 1446 (quoting D. Dobbs, *Handbook on the Law of Remedies* 135 (1973)) (emphasis in original)). With this distinction in mind, the Supreme Court concluded that Massachusetts’ action to enforce the requirement that the government “‘shall pay’ certain amounts for appropriate Medicaid services, is not a suit seeking money in *compensation* for the damage sustained by the failure of the Federal Government to pay as mandated; rather, it is a suit seeking to enforce the statute mandate itself, which happens to be one for the payment of money.” *Id.* at 900 (emphasis in original). Thus, the Supreme Court determined that Massachusetts’ claim was one for specific relief, not money damages; as such, the district court had jurisdiction over the claim.¹⁷

The United States Court of Appeals for the Federal Circuit (“Federal Circuit”) faced a similar jurisdictional issue in *Katz v. Cisneros*, 16 F.3d 1204 (Fed Cir. 1994). The plaintiff in that case was a low-income housing developer who entered into a housing assistance payments

¹⁷ The Supreme Court also noted that the legislative history of the 1976 amendment to the APA (the amendment that added the sovereign immunity waiver) made it clear that Congress intended to authorize APA review of federal grant-in-aid programs, and this is “surely strong affirmative evidence” that Congress “did not regard judicial review of an agency’s disallowance decision as an action for damages.” *Id.* at 898.

1 contract as part of the Section 8 Moderate Rehabilitation Program of the United States Housing
2 Act of 1937. The Section 8 Program is administered by HUD through Public Housing Agencies
3 (“PHAs”) with whom HUD contracts to carry out the program at the local level. The *Katz*
4 plaintiff had entered into a contract with a local PHA to develop a low-income housing project
5 for an agreed-upon amount of rent payable to the plaintiff. The agreed-upon rent was calculated
6 in accordance with HUD regulations based on the plaintiff’s cost of acquiring, owning,
7 managing, and maintaining the project. However, after the plaintiff completed the project, HUD
8 determined that the contract rent rate was too high, ordered that the rent be lowered, and further
9 ordered that the plaintiff return all overpayments. The plaintiff filed suit in federal district court,
10 alleging claims for declaratory and injunctive relief, as well as breach of contract, among other
11 claims, and asserting that the district court had jurisdiction under 28 U.S.C. § 1331 and the APA
12 sovereign immunity waiver. HUD challenged the district court’s jurisdiction, arguing that the
13 lawsuit was “contractual and that money damages [were] the appropriate relief.” *Id.* at 1207. The
14 district court agreed with HUD and transferred the case to the Court of Federal Claims.

15 The plaintiff appealed and the Federal Circuit reversed and remanded the case back to the
16 district court. In reaching its decision, the Federal Circuit held that “*Bowen v.*
17 *Massachusetts* . . . compels the conclusion that the relief sought by [the plaintiff] is not money
18 damages, but a declaratory judgment and other equitable relief.” *Id.* at 1208. The Federal Circuit
19 saw no distinction between the kind of relief sought by Massachusetts in *Bowen* and that sought
20 by the plaintiff in the case before it:

21 Like Massachusetts, [plaintiff] seeks payments to which it alleges it is entitled
22 pursuant to federal statute and regulations; it does not seek money as compensation
23 for a loss suffered. It wants to compel HUD to perform the calculation of contract
24 rents in accordance with [HUD regulations]. That a payment of money may flow

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1 from a decision that HUD erroneously interpreted or applied its regulation does not
2 change the nature of the case.

3 *Id.*

4 The Federal Circuit reached the same conclusion in *National Center for Mfg. Sciences v.*
5 *United States*, 114 F.3d 196 (Fed. Cir. 1997) in which the National Center for Manufacturing
6 Sciences (“NCMS”) filed suit against the United States Air Force in federal district court seeking
7 an order directing the Air Force to release funds appropriated by Congress pursuant to an
8 agreement between NCMS and the Air Force. The district court had determined that NCMS’s
9 claim was a contract claim against the government and ordered that the case be transferred to the
10 Court of Federal Claims. NCMS appealed the transfer and the Federal Circuit determined that
11 the district court had jurisdiction, stating:

12 [t]he distinction drawn by the Supreme Court in *Bowen v. Massachusetts* and by
13 this court in *Katz v. Cisneros* between “money damages” (as that term is used in 5
14 U.S.C. § 702) and other forms of monetary relief makes it clear that NCMS’s
15 demand for the release of the remaining funds referred to in the Appropriations Act
16 is not a demand for “money damages” within the meaning of the exception to the
17 APA’s waiver of sovereign immunity. Like the grant-in-aid applicants referred to
18 in *Bowen v. Massachusetts*, NCMS is seeking funds to which it claims it is entitled
19 under a statute; it is not seeking money in compensation for losses that it has
20 suffered or will suffer as a result of the withholding of those funds. Thus, the
21 message of *Bowen v. Massachusetts* and *Katz v. Cisneros*, as applied to this case,
22 is that sovereign immunity does not bar the district court from conducting APA
23 review of the Air Force’s refusal to release funds appropriated under the
24 Appropriations Act.

18 *Id.* at 200.

19 The message of *Bowen*, *Katz*, and *NCMS* is crystal clear—the term “money damages” for
20 purposes of the APA’s sovereign immunity waiver refers to “a sum of money used as
21 compensatory relief” that is “given to the plaintiff to *substitute* for a suffered loss.” *Bowen*, 487
22 U.S. at 895 (quoting *Md. Dep’t of Hum. Res.*, 763 F.2d at 1446 (emphasis in original)). This

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1 contrasts with “specific remedies,” which “are not substitute remedies at all, but attempt to give
2 the plaintiff the very thing to which he is entitled.” *Id.* Applying this message to the instant case,
3 it is beyond dispute that Plaintiffs are not seeking monetary damages to compensate them for
4 losses they have suffered or will suffer because Defendants have inserted the challenged funding
5 conditions in the Grant Agreements. Instead, they are seeking a specific remedy: the right to
6 enter into the Grant Agreements without the challenged funding conditions. As the Supreme
7 Court, the Federal Circuit Court, and numerous other courts have held, the fact that the relief
8 requested may eventually result in disbursement of the money to Plaintiffs does not change the
9 nature of the relief sought. *See, e.g., Tucson*, 136 F.3d at 645 (“An action for specific
10 performance is not an action of ‘money damages’ under APA § 702, even if the remedy may
11 actually require a payment of money by the government.”); *Tootle v. Secretary of Navy*, 446 F.3d
12 167, 175–76 (D.C. Cir. 2006) (the fact that plaintiff may recover monetary benefits if he prevails
13 does not render his lawsuit anything “more than a routine APA case—a challenge to the
14 reasonableness of the governmental action on the grounds that it was arbitrary, capricious,
15 inadequately explained, and in violation of agency regulations.”); *Kidwell v. Dep’t of Army, Bd.*
16 *for Correction of Military Records*, 56 F.3d 279, 284 (D.C. Cir. 1995) (“A plaintiff does not ‘in
17 essence’ seek monetary relief . . . merely because he or she hints at some interest in a monetary
18 award from the federal government or because success on the merits may obligate the United
19 States to pay the complainant.”); *Pacito v. Trump*, No. 2:25-cv-255-JNW, 2025 WL 655075, at *
20 17 (W.D. Wash. Feb. 28, 2025) (“[W]hen a party suing the federal government ‘seek[s] funds to
21 which a statute allegedly entitles it, rather than money in compensation for the losses,’ such a
22 claim is not excepted from Section 702’s sovereign-immunity waiver.”).

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1 The Supreme Court’s recent stay order in *Department of Education v. California*, 145 S.
2 Ct. 966 (2025) does not mandate a different outcome. In that case, a federal district court had
3 issued a temporary restraining order enjoining the government from terminating education-
4 related grants. In addition, the order required the government to pay past-due grant obligations
5 and future obligations as they accrued. *Id.* at 968. Given the payment requirements, the Supreme
6 Court construed the order as effectively an order “to enforce a contractual obligation to pay
7 money” and stayed the temporary restraining order, finding, in part, that the government was
8 likely to succeed on its claim that the federal district court did not have jurisdiction to order the
9 payment of money under the APA. *Id.* The Supreme Court noted that while a district court’s
10 jurisdiction is not barred simply because “an order setting aside an agency’s action may result in
11 the disbursement of funds,” the APA’s immunity waiver “does not extend to orders ‘to enforce a
12 contractual obligation to pay money’ along the lines of what the District Court ordered here.” *Id.*
13 (quoting *Great-West Life & Annuity Ins. Co. v. Knudson*, 534 U.S. 204, 212 (2002)). In the
14 instant case, while it is true that a preliminary injunction may ultimately result in payment by the
15 government to Plaintiffs, the injunction, itself, will not direct such payment. Thus, *Department of*
16 *Education* has no application where, as here, the claims sound in statute and the Constitution, not
17 a contract. *See Cmty. Legal Servs. in E. Palo*, 2025 WL 1393876, at *3 (9th Cir. May 14, 2025)
18 (holding that *Department of Education* is inapplicable to claims that sound in statute rather than
19 contract).

20 **4. The Imposition of the New Funding Conditions on the Grants Is**
21 **Not Committed to Agency Discretion by Law**

22 Next, Defendants argue that even if this Court determines that Plaintiffs’ claims are not
23 foreclosed under the Tucker Act, the claims are not reviewable because the actions at issue are

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1 committed to the agencies’ discretion by law. While “the APA establishes a basic presumption of
2 judicial review for one suffering legal wrong because of agency action, that presumption can be
3 rebutted by a showing that . . . the agency action is committed to agency discretion by law.” *Dep’t*
4 *of Homeland Sec. v. Regents of the Univ. of California*, 140 S. Ct. 1891, 1905 (2020) (cleaned
5 up); 5 U.S.C. § 701(a)(2). Where that is the case, courts have no authority to review or set aside
6 the agency’s action.

7 The Court concludes this exception to the “strong” and “basic presumption of judicial
8 review” does not apply in this case. Agency action is committed to agency discretion only in
9 those “rare instances where statutes are drawn in such broad terms that in a given case there is no
10 law to apply, thereby leaving the court with no meaningful standard against which to judge the
11 agency’s exercise of discretion.” *ASSE Int’l, Inc. v. Kerry*, 803 F.3d 1059, 1068 (9th Cir. 2015);
12 *Texas v. United States*, 809 F.3d 134, 168 (5th Cir. 2015), as revised (Nov. 25, 2015) (Even where
13 “a statute grants broad discretion to an agency,” courts are empowered to review the agency’s
14 actions under the APA “unless the statutory scheme, taken together with other relevant materials,
15 provides absolutely no guidance as to how that discretion is to be exercised.”). As courts have
16 often (and recently) repeated, to “honor the [APA’s] presumption of review, we have read the
17 exception in § 701(a)(2) quite narrowly,” confining it to a “rare” and “limited category” of
18 “administrative decision[s] traditionally left to agency discretion.” *Regents*, 140 S. Ct. at 1905
19 (citing *Weyerhaeuser Co. v. United States Fish and Wildlife Serv.*, 139 S. Ct. 361, 370 (2018);
20 *Lincoln v. Vigil*, 508 U.S. 182, 191 (1993)).

21 Defendants have failed to demonstrate that the contested conditions fall within “[t]his
22 limited category of unreviewable actions.” *Id.* They broadly assert that an “agency’s

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determination of how best to condition appropriated funds to fulfill its legal mandates is classic discretionary agency action,” and cite a single case, *Lincoln v. Vigil*, for the principle that an agency’s decision to cancel a program is unreviewable, because how to allocate funds “‘from a lump-sum appropriation’ is an ‘administrative decision traditionally regarded as committed to agency discretion.’” Defs.’ Opp. at 29 (citing 508 U.S. at 193). But the agency action at issue in *Lincoln* differs materially from the actions at issue in this case.

In *Lincoln*, the Indian Health Service (“IHS”) administered the “Indian Children’s Program,” funded through a “lump-sum appropriation” from Congress with instruction to “expend such moneys as Congress may from time to time appropriate, for the benefit, care, and assistance of the Indians” for the “relief of distress and conservation of health.” *Lincoln*, 508 U.S. at 185 (citing 25 U.S.C. § 13). After IHS discontinued the program, plaintiffs filed suit under, *inter alia*, the APA. The *Lincoln* court determined that the lack of congressional attention to any details regarding the spending of the appropriated funds indicated that the agency receiving funds was empowered to exercise discretion in how to spend them. *Id.* at 193 (“[A]s the agency allocates funds from a lump-sum appropriation to meet permissible statutory objectives, [the APA] gives the courts no leave to intrude.”). In fact, as Plaintiffs point out, Congress’s “lump sum” appropriation did not even mention the program. *See id.* at 190 (noting lower courts could identify “no statute or regulation even mentioning the Program”); *id.* at 187 (“Congress never authorized or appropriated moneys expressly for the Program.”).

In contrast, the moneys at issue in this case were not appropriated in an undifferentiated “lump sum.” To the contrary, the grants at issue here abound with specific directives. For instance, the Homeless Assistance Act specifically authorized the CoC Program to provide

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1 services to those experiencing homelessness with the goal of achieving long-term stability, and
2 expressly sets forth directives that specify the types of programs that are eligible for funding and
3 the criteria for selecting grant recipients. *See, e.g.*, 42 U.S.C. § 11383(a) (eligible activities
4 include construction of new housing units to provide transitional or permanent housing,
5 acquisition or rehabilitation of existing structure to providing housing or supportive services,
6 provision of rental assistance, and payment of operating costs); *id.* § 11386(a) (selection criteria
7 include past performance of recipients, the extent that the recipients address the needs of
8 subpopulations, sets quantifiable performance measures, maintains implementation strategies).
9 Likewise, the FTA grants in question here expressly and specifically allotted funds for (1) the
10 operation of public transit facilities and equipment in urban areas, (2) public transit systems that
11 operate on fixed rights-of-way such as rail or passenger ferries, (3) replacement of rail rolling
12 stock, and (4) the purchase and maintenance of buses and bus facilities. 49 U.S.C. §§ 5302(8),
13 5307(a)(1), 5337(b), 5339(a)(2), (b), (c). And the DOT SMART program establishes a set of
14 selection criteria that requires, among other things, that the funded projects reduce congestion and
15 delays for commerce and the traveling public, improve safety for pedestrians, bicyclists, and the
16 traveling public, and connect access for underserved or disadvantaged populations. Infrastructure
17 Investment and Jobs Act, Pub. L. No. 117-58, § 25005, 135 Stat. 840-41 (2021).

18 As discussed further below, each of these enabling statutes provides substantial guidance
19 as to how the agencies' discretion should be exercised in implementing these programs, and for
20 the Court to evaluate whether that discretion is being exercised in a reasonable manner. Plaintiffs'
21 claims thus do not involve the "narrow category" of agency actions that are unreviewable under
22 the APA.

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1 For the foregoing reasons, this Court concludes that the APA waives federal sovereign
2 immunity for Plaintiffs' claims seeking declaratory and injunctive relief against Defendants'
3 agency action and this Court has subject-matter jurisdiction under 28 U.S.C. § 1331 to resolve
4 the merits of Plaintiffs' claims.

5 **B. Injunctive Relief Is Warranted**

6 **1. Legal Standard**

7 A preliminary injunction is a matter of equitable discretion and is "an extraordinary
8 remedy that may only be awarded upon a clear showing that the plaintiff is entitled to such
9 relief." *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 22 (2008). "A plaintiff seeking
10 preliminary injunctive relief must establish that [it] is likely to succeed on the merits, that [it] is
11 likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities
12 tips in [its] favor, and that an injunction is in the public interest." *Id.* at 20. Alternatively, an
13 injunction may issue where "the likelihood of success is such that serious questions going to the
14 merits were raised and the balance of hardships tips sharply in [the plaintiff's] favor," provided
15 that the plaintiff can also demonstrate the other two *Winter* factors. *All. for the Wild Rockies v.*
16 *Cottrell*, 632 F.3d 1127, 1131–32 (9th Cir. 2011) (citation and internal quotation marks omitted).
17 Under either standard, Plaintiffs bear the burden of making a clear showing that they are entitled
18 to this extraordinary remedy. *Earth Island Inst. v. Carlton*, 626 F.3d 462, 469 (9th Cir. 2010). The
19 most important *Winter* factor is likelihood of success on the merits. *See Disney Enters., Inc. v.*
20 *VidAngel, Inc.*, 869 F.3d 848, 856 (9th Cir. 2017).

21 **2. Plaintiffs Are Likely to Succeed on the Merits of Their APA Claims**

22 The APA broadly "sets forth the procedures by which federal agencies are accountable to
23

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the public and their actions subject to review by the courts.” *Regents*, 140 S. Ct. at 1905 (quoting *Franklin v. Massachusetts*, 505 U.S. 788, 796 (1992)). Under the APA, agencies must “engage in reasoned decisionmaking,” and the Court is empowered to “hold unlawful and set aside agency action¹⁸. . . found to be (A) arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with law; (B) contrary to constitutional right; [or] (C) in excess of statutory jurisdiction, authority, or limitations, or short of statutory right.” 5 U.S.C. § 706(2). Plaintiffs challenge Defendants’ actions as “contrary to constitutional right” and “in excess of statutory authority,” and as arbitrary and capricious. *See* Amend. Compl., Counts 5, 6, 7, ¶¶ 276–303.

a. Defendants’ Actions Violate APA as Contrary to Constitution and in Excess of Statutory Authority (Counts 6 & 7)

(i) Separation of Powers Doctrine

Under the APA, a court may set aside an agency action that is “contrary to constitutional right, power, privilege, or immunity” or “in excess of statutory jurisdiction, authority, or limitations, or short of statutory right.” 5 U.S.C. § 706(2)(B), (C). Plaintiffs challenge Defendants’ conditions as both contrary to the Constitution’s Separation of Powers doctrine and in excess of any authority conferred by Congress. Amend. Compl., ¶¶ 291–95; 296–303. Because the Separation of Powers doctrine and the APA’s “in excess of statutory authority” standard both turn on the same essential question—whether the agency acted within the bounds of its authority, either as conferred by the Constitution or delegated by Congress—the Court addresses the claims

¹⁸ For agency action to be final and thus reviewable under the APA, that action must (1) “mark the consummation of the agency’s decisionmaking process,” meaning not “tentative or interlocutory” and (2) “be one by which rights or obligations have been determined, or from which legal consequences will flow.” *Bennett v. Spear*, 520 U.S. 154, 177–78 (1997) (quotations omitted). Plaintiffs assert, Defendants do not dispute, and the Court finds that under this standard, the new funding conditions at issue here are “final agency actions” for purposes of APA review.

1 in a single analysis.

2 The Separation of Powers doctrine recognizes that the “United States Constitution
3 exclusively grants the power of the purse to Congress, not the President.” *City & Cnty. of San*
4 *Francisco v. Trump*, 897 F.3d 1225, 1231 (9th Cir. 2018) (citing the Appropriations Clause, U.S.
5 Const. art. I, § 9, cl. 7 (“No Money shall be drawn from the Treasury, but in Consequence of
6 Appropriations made by Law.”)). “The [Appropriations] Clause has a ‘fundamental and
7 comprehensive purpose . . . to assure that public funds will be spent according to the letter of the
8 difficult judgments reached by Congress as to the common good and not according to the
9 individual favor of Government agents.’” *United States v. McIntosh*, 833 F.3d 1163, 1175 (9th
10 Cir. 2016) (quoting *Office of Pers. Mgmt. v. Richmond*, 496 U.S. 414, 427–28, 2473 (1990)).

11 In contrast, “[t]here is no provision in the Constitution that authorizes the President to
12 enact, to amend, or to repeal statutes.” *Clinton v. City of New York*, 524 U.S. 417, 438 (1998).
13 “Aside from the power of veto, the President is without authority to thwart congressional will by
14 canceling appropriations passed by Congress.” *San Francisco*, 897 F.3d at 1231. It follows that an
15 executive agency “literally has no power to act . . . unless and until Congress confers power upon
16 it.” *La. Pub. Serv. Comm’n v. FCC*, 476 U.S. 355, 374 (1986); see *California v. Trump*, 379 F.
17 Supp. 3d 928, 941 (N.D. Cal. 2019), *aff’d*, 963 F.3d 926 (9th Cir. 2020). When an agency is
18 charged with administering a statute, “both [its] power to act and how [it is] to act [are]
19 authoritatively prescribed by Congress.” *City of Arlington v. FCC*, 569 U.S. 290, 297 (2013).
20 “Absent congressional authorization, the Administration may not redistribute or withhold
21 properly appropriated funds in order to effectuate its own policy goals.” *San Francisco*, 897 F.3d
22 at 1235.

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1 Against this backdrop, Plaintiffs argue that in attempting to condition disbursement of
2 funds in part on grounds not authorized by Congress, but rather on Executive Branch policy,
3 Defendants are acting in violation of the Separation of Powers principle and “in excess of
4 statutory jurisdiction, authority, or limitations, or short of statutory right.” 5 U.S.C. § 706(2)(B),
5 (C). Plaintiffs argue that neither the Homeless Assistance Act nor any other statute authorizing the
6 grants at issue confers on Defendants the kind of authority they are attempting to assert. For the
7 reasons explained below, the Court agrees.

8 (ii) ***The New HUD Funding Conditions***

9 Plaintiffs contend that the contested conditions must be set aside because there is no
10 legislation that “authorizes HUD to impose conditions on CoC grant funding related to
11 prohibiting all forms of DEI policies and initiatives, promoting aggressive and lawless
12 immigration enforcement, requiring exclusion of transgender people, or cutting off access to
13 information about lawful abortions.” Amend. Compl., ¶ 300. In response, Defendants do not
14 dispute that such authorization is required, but fail to identify a statutory source conferring it.
15 Instead, they refer to several agency regulations for the proposition that Defendants “may
16 terminate their grants merely based on a change in policy priorities.” Defs.’ Opp. at 27 (citing 2
17 C.F.R. § 200.340(a)(4)). As Plaintiffs point out, however, an agency *regulation* cannot create
18 *statutory* authority; only Congress can do that. Whatever actions HUD chooses to take based on a
19 change in its policy priorities must still be rooted in a congressional delegation of authority, a
20 limitation that the cited regulation itself makes clear. *See* 2 C.F.R. § 200.340(a)(4) (award may be
21 terminated if it “no longer effectuates the program goals or agency priorities,” but only “to the
22 extent authorized by law.”).

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1 Defendants do not and reasonably could not argue that any of the new funding conditions
2 were explicitly authorized by the Homeless Assistance Act. That legislation does outline several
3 conditions that grant recipients must agree to. These enumerated conditions require recipients,
4 among other things, “to monitor and report to the Secretary the progress of the project”; “to
5 ensure . . . that individuals and families experiencing homelessness are involved” in the project;
6 and to “monitor and report” the receipt of any matching funds. 42 U.S.C. § 11386(b). But the
7 Homeless Assistance Act does not make direct (or even indirect) reference to any of the new
8 conditions Plaintiffs are challenging in this case.

9 While the Act includes a limited “catchall” provision, which allows HUD to impose “such
10 other terms and conditions as the Secretary may establish to carry out this part in an effective and
11 efficient manner,” Defendants have not argued that this provision confers the authority to impose
12 the conditions at issue here. Applying basic rules of statutory interpretation, the Court concludes
13 in any event it does not. Under the canon *ejusdem generis*, or “of the same kind,” “[w]here
14 general words follow specific words in a statutory enumeration, the general words are construed
15 to embrace only objects similar in nature to those objects enumerated by the preceding specific
16 words.” *Cir. City Stores, Inc. v. Adams*, 532 U.S. 105, 114–15 (2001). Substantive conditions
17 implicating controversial policy matters that are unrelated to the authorizing statute, such as
18 prohibitions on DEI initiatives and “promot[ing] elective abortion,” are simply not “of the same
19 kind” as conditions that require recipients to monitor and report the progress of their program.
20 Moreover, Defendants have not even attempted to explain to this Court how the proposed funding
21 conditions might actually fall within this catchall provision—how they would, in other words,
22 support the Secretary in carrying out the CoC program “in an effective and efficient manner.”

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Given the stated objectives of the Homeless Assistance Act, including to “meet the critically urgent needs of the homeless of the Nation,” and “to assist the homeless, with special emphasis on elderly persons, handicapped persons, families with children, Native Americans, and veterans,” the Court is skeptical that Defendants would be convincingly able to do so. 42 U.S.C. § 11301(b). The Court concludes that Plaintiffs are likely to prevail in their claim that in attempting to impose the new funding conditions on recipients of the CoC funds, Defendants have run afoul of the Separation of Powers doctrine, and were acting in excess of statutory authority, and that under the APA, those conditions must be set aside.

(iii) The New DOT Funding Conditions

Defendants’ attempts to identify statutory authority for imposing the contested conditions on the DOT grants administered through FTA, FHWA, FAA, and FRA suffer from similar deficiencies. As noted above with respect to the new funding conditions in the CoC Grant Agreements, agency regulations cannot create or confer statutory authority, and the DOT Defendants’ attempt to rely on them also fails.

Nor have Defendants identified any statutory authority for imposing the new DOT funding conditions. Plaintiffs have identified the statutory sources of the various DOT grant funds at issue in this case, and while many of those statutes contain explicit conditional prescriptions, none of those prescriptions relate to the conditions challenged here. *See* Amend. Compl., ¶¶ 85–120. The statute authorizing FTA’s Urban Area Formula Grants, for example, imposes a number of conditions on grant recipients, providing that they will not be eligible to receive funding for a program unless, among other things, they “have the legal, financial, and technical capacity to carry out the program,” and “have satisfactory continuing control over the use of equipment and

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1 facilities.” 49 U.S.C. § 5307(c)(1)(A)–(B). In another similar example, the statute authorizing the
2 FHWA’s Bridge Investment Program provides financial assistance for improving the condition of
3 the nation’s bridges. That statute directs DOT to consider, among other factors, “the average daily
4 person and freight throughput supported by the eligible project,” “the extent to which the eligible
5 project demonstrates cost savings by bundling multiple bridge projects,” and “geographic
6 diversity among grant recipients, including the need for a balance between the needs of rural and
7 urban communities.” 23 U.S.C. § 124(c)(5)(A); *see also* § 124(g)(4)(B) (authorizing grants only
8 for projects that generate “safety benefits, including the reduction of accidents and related costs,”
9 “national or regional economic benefits,” and “environmental benefits, including wildlife
10 connectivity”). Defendants have not claimed that any of the DOT grant-authorizing statutes
11 explicitly, or even implicitly, relate even remotely to the newly imposed DOT funding conditions.

12 The only statute Defendants cite in support of DOT’s claimed statutory authority is 49
13 U.S.C. § 5334. That section authorizes the Secretary of Transportation to “prescribe terms for a
14 project that receives Federal financial assistance under this chapter,” and “include in an agreement
15 or instrument under this chapter a covenant or term the Secretary of Transportation considers
16 necessary to carry out this chapter.” 49 U.S.C. § 5334(a)(1),(9). These provisions do not carry the
17 weight Defendants suggest they do. First, they are contained in a section titled “Administrative
18 provisions,” clearly signaling a limit on what kind of authority is being delegated: to wit,
19 authority to administer the programs, not to inject substantive policies into them. This is
20 particularly true in this case given that the challenged conditions not only are unrelated to the
21 subject matter of the statutes at issue, but also reflect divisive and hotly debated policy choices.
22 Furthermore, as with the proposed CoC funding conditions, these seemingly broad delegations of

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authority must be interpreted under the *ejusdem generis* canon of construction. The specifically enumerated authority outlined in Section 5334 includes such “administrative provisions” as granting the Secretary authority to “sue and be sued,” to “foreclose on property,” and to “collect fees to cover the costs of training.” *Id.* § 5334 (a)(2),(3),(10). The seemingly broad authority that follows—to “prescribe terms for a project”—on which Defendants rely in imposing their conditions must be read in the limiting context of these specific grants of authority that precede it. Properly read, the statute does not confer the unbounded discretion that Defendants claim and indeed, require. And again, Defendants have not even attempted to explain how the conditions challenged here might be “necessary” to carry out the DOT grant programs—for example, how requiring grant recipients to certify that they do not “operate any programs promoting diversity, equity, and inclusion (DEI) initiatives,” might be necessary to carry out the “development and revitalization” of the nation’s “public transportation systems.” 49 U.S.C. § 5301.

Accordingly, the Court concludes that Plaintiffs are likely to prevail on their claim that in attempting to impose on Plaintiffs the conditions in the Master Agreement, Defendants have acted in a manner that violates the Separation of Powers doctrine and exceeds statutory authority, and that under the APA those conditions must be set aside.

b. Defendants’ Actions Were “Arbitrary and Capricious,” 5 U.S.C. § 706(2)(A) (Count 5)

Plaintiffs have also asserted that the funding conditions must be set aside as “arbitrary” and “capricious.” 5 U.S.C. § 706(2)(A); Amend. Compl., ¶¶ 276–90. The APA requires agencies to engage in “reasoned decisionmaking,” and their actions must be “reasonable and reasonably explained.” *Michigan v. EPA*, 576 U.S. 743, 750 (2015); *Ohio v. EPA*, 603 U.S. 279, 292 (2024) (cleaned up). An agency must offer “a satisfactory explanation for its action,” and cannot rely on

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“factors which Congress has not intended it to consider.” *Motor Vehicle Mfrs. Ass’n of U.S., Inc. v. State Farm Mut. Auto. Ins. Co.*, 463 U.S. 29, 43 (1983). Plaintiffs maintain that Defendants have not followed these prescriptions, and have failed to provide reasonable explanations for any of the new funding conditions.

The Court concludes that Defendants have failed to demonstrate that the new funding conditions were the result of “reasoned decisionmaking,” let alone have been “reasonably explained.” In fact, they have not been explained at all. The CoC Program Grant Agreements and the new DOT agreements proffer no explanation for adoption of the new conditions. Several of the conditions make reference to certain Executive Orders. *See, e.g.*, Abortion Condition, Marshall Decl., Ex. B (providing grant recipient “shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182”). But rote incorporation of executive orders—especially ones involving politically charged policy matters that are the subject of intense disagreement and bear no substantive relation to the agency’s underlying action—does not constitute “reasoned decisionmaking.” For this reason, the Court concludes that Plaintiffs are likely to succeed on the merits of their claim that Defendants’ insistence on the new funding conditions was arbitrary and capricious, which is independent grounds for setting aside those conditions.¹⁹

¹⁹ Plaintiffs have asserted several other claims both under the APA and under the Constitution. *See* Compl., ¶¶ 116–95. The Court does not reach all claims at this stage, in part because “[t]he Court need only find that Plaintiffs are likely to succeed on one of [their] claims for [the likelihood-of-success] factor to weigh in favor of a preliminary injunction,” and a ruling on Plaintiffs’ additional claims would not affect the relief afforded. *Aids Vaccine Advoc. Coal. v. United States Dep’t of State*, No. CV 25-00400 (AHA), 2025 WL 752378, at *7 (D.D.C. Mar. 10, 2025). Furthermore, the Court adheres to the “fundamental and longstanding principle of judicial restraint” that requires courts to “avoid reaching constitutional questions in advance of the necessity of deciding them.” *Al Otro Lado v. Exec. Off. for Immigr. Rev.*, No. 22-55988, 2024 WL 5692756, at *14 (9th Cir. May 14, 2025) (vacating district court’s “entry of judgment for Plaintiffs on the constitutional due process claim” where judgment was granted in Plaintiffs’ favor on APA claim) (citing *Lyng v. Nw. Indian Cemetery Protective Ass’n*, 485 U.S. 439, 445 (1988));

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3. Irreparable Injury

A plaintiff seeking a preliminary injunction must establish that it is likely to suffer irreparable harm in the absence of preliminary relief. *Winter*, 555 U.S. at 20. Such harm “is traditionally defined as harm for which there is no adequate legal remedy, such as an award of damages.” *Arizona Dream Act Coal. v. Brewer*, 757 F.3d 1053, 1068 (9th Cir. 2014) (citing *Rent-A-Ctr., Inc. v. Canyon Television & Appliance Rental, Inc.*, 944 F.2d 597, 603 (9th Cir.1991)).

Plaintiffs here have alleged several forms of irreparable harm that are either presently occurring, or are likely to occur, in the absence of injunctive relief. They are facing a choice between two untenable options; as this Court has already determined, “Defendants have put Plaintiffs in the position of having to choose between accepting conditions that they believe are unconstitutional, and risking the loss of hundreds of millions of dollars in federal grant funding, including funding that they have already budgeted and are committed to spending.” TRO Order at 3; *see San Francisco Unified Sch. Dist. v. AmeriCorps*, No. 25-CV-02425-EMC, 2025 WL 974298, at *4 (N.D. Cal. Mar. 31, 2025) (“[H]aving to decide between two losing options constitutes irreparable injury because “very real penalty attaches to [Plaintiffs] regardless of how they proceed.”). On the one hand, being forced to accept conditions that are contrary either to statute or to the Constitution (or both) is a constitutional injury, and constitutional injuries are

see also Washington v. Trump, 441 F. Supp. 3d 1101, 1125 (W.D. Wash. 2020) (“[A] court should not reach a constitutional question if there is some other ground upon which to dispose of the case. Given that this Court has already determined that Defendants’ [action] violates the APA and, therefore, can dispose of the case on that basis, the Court exercises restraint and declines to reach the constitutional claims raised by Washington.”) (cleaned up, citing *Nw. Austin Mun. Util. Dist. No. One v. Holder*, 557 U.S. 193, 205 (2009); *Harmon v. Brucker*, 355 U.S. 579, 581 (1958)). Because Plaintiffs are likely to prevail on Counts 5, 6 and 7 of their Amended Complaint—that the challenged actions were arbitrary and capricious, contrary to the constitutional Separation of Powers doctrine, and in excess of Defendants’ statutory authority, and must therefore be set aside under the APA—the Court’s inquiry into the likelihood-of-success factor is at an end.

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1 “unquestionably” irreparable. *Hernandez v. Sessions*, 872 F.3d 976, 994 (9th Cir. 2017) (“It is
2 well established that the deprivation of constitutional rights unquestionably constitutes irreparable
3 injury.”); *Cnty. of Santa Clara v. Trump*, 250 F. Supp. 3d 497, 537–38 (N.D. Cal. 2017) (“[B]eing
4 forced to comply with an unconstitutional law or else face financial injury” constitutes a
5 constitutional injury) (citing *Am. Trucking Ass’n, Inc. v. City of Los Angeles*, 559 F.3d 1046,
6 1058–59 (9th Cir. 2009) (plaintiffs were injured where they were faced with the choice of signing
7 unconstitutional agreements or facing a loss of customer goodwill and significant business.)).
8 Defendants argue that Plaintiffs have failed to demonstrate that the new funding conditions would
9 in fact deprive Plaintiffs of their constitutional rights, arguing that at least some of the conditions
10 are not on their face illegal. Defs.’ Opp. at 29. This contention ignores the Court’s conclusion
11 that, as outlined at some length above, Plaintiffs are likely to succeed in demonstrating that the
12 new funding conditions were imposed in violation of the APA, and are contrary to the
13 Constitution’s Separation of Powers doctrine. *See supra*, § IV.B.2.; *Santa Clara*, 250 F. Supp. 3d
14 at 538 (“[E]ven where the constitutional injury is structural,” e.g. a violation of the Separation of
15 Powers doctrine, “the constitutional violation alone, coupled with the damages incurred, can
16 suffice to show irreparable harm.”) (quoting *Am. Trucking*, 559 F.3d at 1058–59).

17 On the other hand, avoiding the constitutional offense by refusing to agree to the new
18 funding conditions may very well result in the loss of access to promised grant funds. And indeed,
19 Defendants have not denied that Plaintiffs would be assuming this risk by not signing the
20 agreements. They merely complain that Plaintiffs have not provided details as to when exactly
21 that loss will occur. But this argument misses the point. It is this looming risk itself that is the
22 injury, and one that Plaintiffs are already suffering. Courts evaluating similar circumstances have

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1 recognized that this injury of acute budgetary uncertainty is irreparable; “[w]ithout clarification
2 regarding the Order’s scope or legality, the Counties will be obligated to take steps to mitigate the
3 risk of losing millions of dollars in federal funding, which will include placing funds in reserve
4 and making cuts to services. These mitigating steps will cause the Counties irreparable harm.”
5 *Santa Clara*, 250 F. Supp. 3d at 537 (“The threat of the Order and the uncertainty it is causing
6 impermissibly interferes with the Counties’ ability to operate, to provide key services, to plan for
7 the future, and to budget. The Counties have established that, absent an injunction, they are likely
8 to suffer irreparable harm.”) (citing *United States v. North Carolina*, 192 F.Supp.3d 620, 629
9 (M.D.N.C. 2016)). While a preliminary injunction will not eliminate these risks entirely, Plaintiffs
10 have demonstrated it will at least mitigate them pending resolution of this case on its merits.

11 Furthermore, Plaintiffs have submitted substantive and detailed evidence illustrating the
12 ways in which a loss of grant funds would be devastating and irreparable, if these risks in fact
13 materialize. With respect to the HUD Plaintiffs, the resulting irreparable injuries would be both to
14 Plaintiffs and their operations, and to the vulnerable populations they serve. *See, e.g.*, Marshall
15 Decl., ¶¶ 17–21 (King County) ([T]he loss of [CoC] funding would negatively impact King
16 County because King County has already begun the contracting process with service providers in
17 reliance on receiving the CoC funds. . . . It is important to remember that the key focus in this
18 work is keeping people in housing. In order to do that, it is imperative that housing providers,
19 with whom King County contracts, receive the funds necessary to support the housing. 2144
20 households in King County will be impacted by the loss of CoC funds.”); Dillon Decl., ¶¶ 12–14
21 (Boston) (“Without CoC funds, the approximately 2,000 households served would lose assistance
22 that is integral to their ability to maintain stable housing, most likely leading to evictions and

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homelessness.”); Semonoff Decl., ¶ 31 (Cambridge) (“Without grant funding to support the CoC projects, over 200 individuals currently enrolled in CoC . . . projects would potentially lose their housing and access to critical supportive services. The loss of supportive housing capacity would further strain the City’s emergency shelter system, resulting in longer durations of homelessness and reduced exits to stable housing.”); McSpadden Decl., ¶¶ 16–19 (San Francisco) (“Without CoC funding, close to 2,000 program participants will lose their housing subsidies and services and will be at risk of imminent evictions. These individuals and families may slip back into homelessness, which would be profoundly detrimental. Rehousing these individuals and families will come with enormous challenges and costs, adding to the homelessness crisis in San Francisco.”). The administration’s attempt to compel Plaintiffs’ compliance with unrelated policy objectives by leveraging the needs of our most vulnerable fellow human beings is breathtaking in its callousness. Defendants’ argument that these harms are not irreparable is simply wrong.

The harms threatening the DOT Plaintiffs are also demonstrably irreparable. While perhaps emotionally less compelling than injury to the homeless and the local agencies who serve them, injury to the continued operation of the nation’s transportation projects can hardly be considered less important. One need not conjure the most extreme cases of bridges collapsing and train derailments to understand instinctively that maintaining the health of the systems by which this nation—its goods and its people—get from one place to another safely, efficiently, and predictably, is critical. Plaintiffs have submitted evidence supporting their contention that “loss of DOT funding would force Plaintiffs to substantially curtail existing and planned transportation safety and other improvements and operations.” Pls. Sec. Mot. at 13 (citing, *inter alia*, Franklin-Hodge Decl. (Boston) (“The unpredictability injected into these complex road-safety projects

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1 through new grant terms hinders the City of Boston’s ability to complete such projects.
2 Specifically, the City is unable to provide stability to its partners in this work, including vendors
3 and other governmental entities.”); Davis Decl., ¶ 22 (Chicago) (“The loss of the pending and
4 expected DOT grant funds will cause severe hardship for [the Chicago Department of
5 Transportation] and its ability to maintain Chicago’s roadways and transportation systems safely.
6 CDOT relies on DOT for a large portion of its budget and Chicago uses the funds to repair and
7 expand bridges and roadways to prevent accidents, to make pedestrian walkways safer and more
8 accessible, and to update outdated transit stations. These funds are critical to Chicago’s ability to
9 implement and maintain safe and effective means of transportation for millions of Chicagoans and
10 its annual visitors.”)); *see also* Morrison Decl., ¶ 12 (King County) (“Given the amount of money
11 at stake, it is almost impossible to overstate how important these FTA grant programs are to
12 Metro’s ongoing transit operations. . . . Given the range and depth of Metro transit operations that
13 are funded by these four FTA grant programs, it is plain that those FTA grant funds are absolutely
14 mission-critical to Metro’s existing and planned transit operations. To be clear, the scope and
15 scale of Metro’s existing and near-future planned transit operations would almost certainly have
16 to be substantially curtailed, and some elements likely entirely abandoned, if any substantial
17 portion of this FTA grant funding were to be withheld or eliminated. As of the date of this
18 declaration, I know of no other existing or proposed funding source that could replace FTA’s
19 grant funds. . . . To put it plainly, without FTA grant funds, Metro’s service network would likely
20 have to be cut back in ways that could significantly reduce mobility options for a large portion of
21 King County’s population while potentially increasing traffic congestion and slowing the
22 movement of freight and goods across our region.”).

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1 Plaintiffs have provided substantial evidence demonstrating that these likely harms are
2 not, as Defendants suggest, merely monetary in nature. Adequate financial compensation for
3 hundreds of shelter-unstable families losing access to housing does not exist; the same must be
4 said of the incalculable effects of forcing unforeseen reductions in transportation spending.
5 Homeless assistance and transit grants are essential tools in addressing these urgent community
6 needs. Congress has consistently affirmed their importance by repeatedly authorizing these grants,
7 underscoring the federal government's vital role in supporting local governments as they confront
8 the challenges of homelessness and maintenance of critical transportation infrastructure. The
9 Court concludes that the harms Plaintiffs have alleged are quintessentially irreparable in nature,
10 and can be avoided only by entry of the requested injunction.

11 4. The Balance of Equities Weighs in Plaintiffs' Favor

12 In deciding whether to grant an injunction, "courts must balance the competing claims of
13 injury and must consider the effect on each party of the granting or withholding of the requested
14 relief." *Disney Enters*, 869 F.3d at 866 (quoting *Winter*, 555 U.S. at 24). Courts "explore the
15 relative harms to applicant and respondent, as well as the interests of the public at large." *Barnes*
16 *v. E-Sys., Inc. Grp. Hosp. Med. & Surgical Ins. Plan*, 501 U.S. 1301, 1305 (1991) (internal
17 quotation marks and citation omitted). Where the government is a party, the balance of equities
18 and public interest factors merge. *Drakes Bay Oyster Co. v. Jewell*, 747 F.3d 1073, 1092 (9th Cir.
19 2014) (citing *Nken v. Holder*, 556 U.S. 418, 435 (2009)).

20 Based on the Court's conclusions discussed above, the Court finds that the balance of
21 equities tips sharply in Plaintiffs' favor. Defendants' argument to the contrary hinges on their
22 position that "Plaintiffs could be compensated for any lost money after a ruling on the merits."

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1 Defs.’ Opp. at 32. The Court has already squarely rejected this contention in discussing the
2 irreparable harm Plaintiffs are likely to suffer in the absence of an injunction. *See supra*, § IV.B.3.
3 Moreover, Defendants have not posited any anticipated (let alone likely) non-monetary harm they
4 will experience if an injunction were to issue, stating only that the “federal government maintains
5 an interest in ensuring that its funds are spent pursuant to the conditions it attaches to those
6 federal dollars.” Defs.’ Opp. at 29. Of course, Defendants do not have a legitimate interest in
7 ensuring that funds are spent pursuant to conditions that were likely imposed in violation of the
8 APA and/or the Constitution. *See Valle del Sol Inc. v. Whiting*, 732 F.3d 1006, 1029 (9th Cir.
9 2013) (there is no legitimate government interest in violating federal law). For the reasons
10 outlined above, the irreparable harms Plaintiffs face in the absence of an injunction tip the balance
11 of equities sharply in their favor.

12 **C. The Court Denies Defendants’ Request for a Bond and Request to Stay**

13 Defendants request that if this Court grants Plaintiffs’ motions for a preliminary
14 injunction, the Court require Plaintiffs to post a bond for the value of the specific grants subject to
15 the injunction and stay the injunction pending “a determination by the Solicitor General whether
16 to appeal and, if appeal is authorized, pending any appeal.” Defs.’ Opp. at 33. Federal Rule of
17 Civil Procedure 65(c) states that courts “may issue a preliminary injunction or a temporary
18 restraining order only if the movant gives security in an amount that the court considers proper to
19 pay the costs and damages sustained by any party found to have been wrongfully enjoined or
20 restrained.” Fed. R. Civ. P. 65(c). “Despite the seemingly mandatory language, Rule 65(c) invests
21 the district court with discretion as to the amount of security required, if any.” *Johnson v.*
22 *Couturier*, 572 F.3d 1067, 1086 (9th Cir. 2009) (citations and internal quotation marks omitted).

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“In particular, the district court may dispense with the filing of a bond when it concludes there is no realistic likelihood of harm to the defendant from enjoining his or her conduct.” *Id.* (cleaned up). Defendants have not argued, let alone demonstrated, that they will suffer any material harm from the injunction the Court issues today. Nor have Defendants met the standard for a stay. *See, e.g., Maryland v. Dep’t of Agriculture*, JKB-25-0748, 2025 WL 800216, at *26 (D. Md. Mar. 13, 2025) (“It is generally logically inconsistent for a court to issue a TRO or preliminary injunction and then stay that order, as the findings on which those decisions are premised are almost perfect opposites.”). Therefore, the Court denies Defendants’ requests for a bond and to stay the injunction.

V. CONCLUSION

For the foregoing reasons:

1. Plaintiffs’ Motion for Preliminary Injunction is GRANTED;
2. Plaintiffs’ Second Motion for Preliminary Injunction is GRANTED;
3. HUD and its officers, agents, servants, employees, and attorneys, and any other persons who are in active concert or participation with them (collectively “Enjoined HUD Parties”), are enjoined from (1) imposing or enforcing the CoC Grant Conditions, as defined in the Motions, or any materially similar terms or conditions with respect to any CoC funds awarded to the HUD Plaintiffs or members of their Continuums; (2) as to the HUD Plaintiffs, rescinding, withholding, cancelling, or otherwise not processing any CoC Agreements, or pausing, freezing, impeding, blocking, cancelling, terminating, delaying, withholding, or conditioning CoC funds, based on such terms or conditions, including without limitation failing or refusing to process and otherwise implement grants signed with changes or other objection to conditions enjoined by this

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1 preliminary injunction; (3) requiring the HUD Plaintiffs to make any “certification” or other
2 representation related to compliance with such terms or conditions; or (4) refusing to issue,
3 process, or sign CoC Agreements based on HUD Plaintiffs’ participation in this lawsuit;

4 4. The Enjoined HUD Parties shall immediately treat any actions taken to implement or
5 enforce the CoC Grant Conditions or any materially similar terms or conditions as to the HUD
6 Plaintiffs or their Continuums, including any delays or withholding of funds based on such
7 conditions, as null, void, and rescinded; shall treat as null and void any such conditions included
8 in any grant agreement executed by any Plaintiff or member of a Plaintiff Continuum while this
9 PI or the previous TROs are in effect; and may not retroactively apply such conditions to grant
10 agreements during the effective period of this PI or the previous TROs. The Enjoined HUD
11 Parties shall immediately take every step necessary to effectuate this order, including clearing any
12 administrative, operational, or technical hurdles to implementation;

13 5. DOT, the DOT OAs, and their officers, agents, servants, employees, and attorneys, and
14 any other persons who are in active concert or participation with them (collectively “Enjoined
15 DOT Parties”), are enjoined from (1) imposing or enforcing the DOT Grant Conditions, as
16 defined in the Motions, or any materially similar terms or conditions to any DOT funds awarded,
17 directly or indirectly, to the DOT Plaintiffs or their subrecipients; (2) as to the DOT Plaintiffs or
18 their subrecipients, rescinding, withholding, cancelling, or otherwise not processing the DOT
19 grant awards, or pausing, freezing, impeding, blocking, canceling, terminating, delaying,
20 withholding, or conditioning DOT funds, based on such terms or conditions, including without
21 limitation failing or refusing to process and otherwise implement grants signed with changes or
22 other objection to conditions enjoined by this preliminary injunction; (3) requiring the DOT

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1 Plaintiffs or their subrecipients to make any “certification” or other representation related to
2 compliance with such terms or conditions; or (4) refusing to issue, process, or sign grant
3 agreements based on DOT Plaintiffs’ participation in this lawsuit;

4 6. The Enjoined DOT Parties shall immediately treat any actions taken to implement or
5 enforce the DOT Grant Conditions or any materially similar terms or conditions as to DOT funds
6 awarded, directly or indirectly, to the DOT Plaintiffs or their subrecipients, including any delays
7 or withholding of funds based on such conditions, as null, void, and rescinded; shall treat as null
8 and void any such conditions included in any grant agreement executed by any DOT Plaintiff or
9 subrecipient while this PI or the previous TROs are in effect; and may not retroactively apply
10 such conditions to grant agreements during the effective period of this PI or the previous TROs.
11 The Enjoined DOT Parties shall immediately take every step necessary to effectuate this order,
12 including clearing any administrative, operational, or technical hurdles to implementation;

13 7. Defendants’ counsel shall provide written notice of this Order to all Defendants and
14 their employees by the end of the second day after issuance of this Order;

15 8. By the end of the second day after issuance of this Order, the Defendants SHALL FILE
16 on the Court’s electronic docket and serve upon Plaintiffs a Status Report documenting the
17 actions that they have taken to comply with this Order, including a copy of the notice and an
18 explanation as to whom the notice was sent;

19 //

20 //

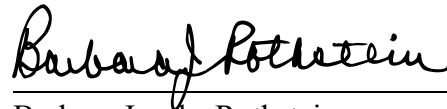
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23 ORDER GRANTING PLAINTIFFS’
24 MOTIONS FOR PRELIMINARY INJUNCTION

1 9. This order remains in effect pending further orders from this Court.

2 It is so ordered this 3rd day of June, 2025.

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5 Barbara Jacobs Rothstein
6 U.S. District Court Judge
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24 ORDER GRANTING PLAINTIFFS'
25 MOTIONS FOR PRELIMINARY INJUNCTION