

**INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT OF THE
KING COUNTY REGIONAL HOMELESSNESS AUTHORITY
BETWEEN KING COUNTY AND THE CITY OF SEATTLE
PURSUANT TO RCW 39.34.030**

Dated December 18, 2019

TABLE OF CONTENTS

| | | Page |
|--------------|--|-------------|
| ARTICLE I | DEFINITIONS | 1 |
| ARTICLE II | AUTHORITY FOR KING COUNTY REGIONAL HOMELESSNESS AUTHORITY | 4 |
| | Section 1. King County Regional Homelessness Authority | 4 |
| ARTICLE III | DURATION OF AUTHORITY | 4 |
| | Section 1. Duration | 4 |
| | Section 2. Withdrawal..... | 5 |
| | Section 3. Termination..... | 5 |
| ARTICLE IV | PURPOSE, MISSION, AND GUIDING PRINCIPLES OF AUTHORITY | 5 |
| | Section 1. Purpose..... | 5 |
| | Section 2. Mission..... | 5 |
| | Section 3. Guiding Principles..... | 5 |
| | Section 4. Initial Start-Up; Scope of Work | 7 |
| ARTICLE V | POWERS OF AUTHORITY | 7 |
| | Section 1. Powers..... | 7 |
| ARTICLE VI | LIMITS ON AUTHORITY POWERS | 9 |
| | Section 1. Limits on Authority Powers..... | 9 |
| | Section 2. Limitation on Liability | 11 |
| | Section 3. Mandatory Disclaimer..... | 11 |
| ARTICLE VII | BUDGETING AND CONTRACTING | 12 |
| | Section 1. Provision of Funds | 12 |
| | Section 2. Information Required for Oversight of the Authority..... | 14 |
| | Section 3. Subscribing Agency Service Contracts for the Provision of Homeless Services | 14 |
| ARTICLE VIII | ORGANIZATION OF AUTHORITY | 15 |
| | Section 1. Governing Committee..... | 15 |
| | Section 2. Implementation Board..... | 17 |
| | Section 3. Right to Indemnification | 23 |
| | Section 4. Conduct; Code of Ethics | 25 |

| | | |
|------------|--|----|
| ARTICLE IX | OFFICERS OF AUTHORITY; STAFFING..... | 26 |
| | Section 1. Implementation Board Officers | 26 |
| | Section 2. Duties of Officers..... | 27 |
| | Section 3. Incapacity of Officers..... | 27 |
| | Section 4. Advisory Committee; Committees..... | 27 |
| | Section 5. Chief Executive Officer | 27 |
| | Section 6. Office of the Ombuds..... | 29 |
| ARTICLE X | MEETINGS OF THE AUTHORITY..... | 30 |
| | Section 1. Time and Place of Meetings..... | 30 |
| | Section 2. Notice of Regular Meetings | 30 |
| | Section 3. Notice of Special Meetings | 31 |
| | Section 4. Waiver of Notice..... | 31 |
| | Section 5. Agendas..... | 31 |
| | Section 6. Open Public Meetings | 31 |
| | Section 7. Telephonic Participation | 31 |
| | Section 8. Parliamentary Authority..... | 32 |
| | Section 9. Minutes..... | 32 |
| | Section 10. First Meeting of the Governing Committee | 32 |
| | Section 11. First Meeting of the Implementation Board..... | 32 |
| ARTICLE XI | MISCELLANEOUS..... | 32 |
| | Section 1. Geographic Limitation | 32 |
| | Section 2. Safeguarding of Funds | 32 |
| | Section 3. Public Records | 33 |
| | Section 4. Reports and Information; Audits..... | 33 |
| | Section 5. Performance Audit | 33 |
| | Section 6. Amendments to Agreement | 33 |
| | Section 7. Nondiscrimination..... | 33 |
| | Section 8. Labor Disputes | 34 |
| | Section 9. Inventory and Property..... | 34 |
| | Section 10. Interlocal Cooperation Act..... | 34 |
| | Section 11. Notice to the Parties | 34 |
| | Section 12. Additional Provisions..... | 35 |

1 **INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT**
2 **OF THE KING COUNTY REGIONAL HOMELESSNESS AUTHORITY**

3
4 **RECITALS:**

5
6 WHEREAS, the federal and state government, King County (the “County”) and
7 jurisdictions across the County, including the City of Seattle (“Seattle”), currently fund programs
8 to provide services to individuals and families experiencing homelessness, but homelessness and
9 housing insecurity remain a chronic and serious problem; and

10
11 WHEREAS, the County and Seattle have entered into a Memorandum of Understanding
12 dated May 3, 2018, proposing a partnership to more effectively and consistently coordinate their
13 provision of such services; and

14
15 WHEREAS, cities and counties are authorized to enter into interlocal cooperation
16 agreements in accordance with chapter 39.34 RCW (the “Interlocal Cooperation Act”) to jointly
17 provide services; and

18
19 WHEREAS, Seattle and the County have determined that a joint and cooperative
20 undertaking to coordinate services within an equitable operational framework centering on people
21 with lived experience of homelessness will enable and facilitate joint planning, program funding
22 and establishing standards for and accountability of programs, and thereby improving the delivery
23 of services and enhancing outcomes for those receiving such services; and

24
25 WHEREAS, Seattle and the County have committed to assessing the needs and specific
26 recommendations for homelessness solutions through a Regional Action Plan; and

27
28 WHEREAS, people of color have been, and continue to be, overrepresented among those
29 who struggle with homelessness and housing instability and, in order to successfully address
30 homelessness, Seattle and the County seek to address the racial disparities among those
31 experiencing it; and

32
33 WHEREAS, the Parties desire to enter into this Interlocal Agreement for the purpose of
34 facilitating the formation, administration, and operation of an independent governmental agency
35 (as further defined herein as the “Authority”);

36
37 NOW THEREFORE, it is hereby agreed and covenanted among the undersigned as
38 follows:

39
40 **ARTICLE I**

41
42 **DEFINITIONS**

43
44 As used herein the following capitalized terms shall have the following meanings. Terms not
45 otherwise defined herein shall have their dictionary meaning.
46

47 “Advisory Committee” means the committee recognized by the Implementation Board
48 serving as the Continuum of Care Board created by the Continuum of Care pursuant to 24 CFR
49 Part 578 or its successor regulation to serve in an advisory capacity to the Implementation Board
50 as set forth herein.
51

52 “Agreement” means this Interlocal Agreement for the Establishment of the King County
53 Regional Homelessness Authority, as it may be amended from time to time.
54

55 “Authority” means the King County Regional Homelessness Authority formed by the
56 Parties as a separate governmental administrative agency pursuant to RCW 39.34.030(3).
57

58 “Bylaws” mean the Bylaws of the Governing Committee and the Implementation Board,
59 respectively, and as they may be amended from time to time.
60

61 “Chief Executive Officer” means the Chief Executive Officer or similar office
62 recommended by the Implementation Board and confirmed by the Governing Committee as
63 provided herein.
64

65 “Contract Holder” means an entity with which the Authority contracts to perform a
66 Homeless Service or other work.
67

68 “County” means King County, a municipal corporation and a home rule charter county
69 organized under the laws of the State of Washington.
70

71 “County Council” means the legislative authority of the County.
72

73 “County Executive” means the King County Executive.
74

75 “Customers” means individuals and families experiencing homelessness or who are at
76 imminent risk of experiencing homelessness.
77

78 “Effective Date” means the date that this Agreement becomes effective between the
79 County and Seattle, which shall be the date of the last signature of a Party.
80

81 “Five-Year Plan” means the five-year implementation plan developed by the Authority,
82 endorsed by the Implementation Board and approved by the Governing Committee. The Five-
83 Year Plan shall incorporate requirements of the Master Agreements from Parties, and requirements
84 of the Funders, and may be informed by the Regional Action Plan, if any, to guide the Authority’s
85 operations. The Five-Year Plan shall incorporate principles of equity and social justice and shall
86 identify strategies to reduce homelessness in at least the following populations: youth and young
87 adults, families, veterans, single adults, seniors, and those experiencing acute behavioral health
88 challenges.
89

90 “Funder” means a person or entity that provides Resources to the Authority to be used in
91 the furtherance of the Authority’s purposes and mission.
92

93 "Goals, Policies, and Plans" means major strategic planning documents that guide the
94 Authority's operations, including but not limited to the Five-Year Plan.
95

96 "Governing Committee" means the oversight committee established pursuant to this
97 Agreement and that shall serve as the administrator for the Authority.
98

99 "Governing Committee Members" or "Members of the Governing Committee" shall mean
100 members of the Governing Committee.
101

102 "Homeless Services" means shelter, day centers, hygiene facilities, housing, and related
103 services to assist Customers.
104

105 "Homelessness Services Provider" means an entity that provides Homeless Services to
106 Customers but not pursuant to a contract with the Authority.
107

108 "Implementation Board" means the body responsible for advising the Governing
109 Committee, pursuant to this Interlocal Agreement.
110

111 "Implementation Board Members" or "Members of the Implementation Board" shall mean
112 members of the Implementation Board.
113

114 "Interlocal Cooperation Act" means chapter 39.34 RCW as the same now exists or may
115 hereafter be amended, or any successor act or acts.
116

117 "Lived Experience" means current or past experience of housing instability or
118 homelessness, including individuals who have accessed or sought homeless services while fleeing
119 domestic violence and other unsafe situations.
120

121 "Marginalized Demographic Populations" means groups or communities affected by
122 structural racism, ableism, homophobia, transphobia, misogyny or other sources of inequities and
123 disproportionately experiencing or at imminent risk of experiencing homelessness.
124

125 "Master Agreement" means the contract between the Authority and a Party that
126 memorializes the services the Authority will provide in exchange for the Party's funding of the
127 Authority or other consideration.
128

129 "Party" or "Party to this Agreement" means the County and Seattle. "Parties" means more
130 than one Party.
131

132 "RCW" means the Revised Code of Washington.
133

134 "Resources" means those monies, employee time and facility space provided by an entity,
135 either through contract or donation to support the operation of the Authority or the operation of
136 Homeless Services.
137

138 “Regional Action Plan” or “RAP” means the plan created by the community to identify
139 regional resource needs and guide decision-making goals to end homelessness. The initial RAP
140 was prepared in 2020 through community discussions led by the Corporation for Supportive
141 Housing. The RAP is intended to guide decision-making for the region, and not just be a plan that
142 may inform the work of the Authority, and is necessarily much broader in scope than the
143 Authority’s Five-Year Plan.

144
145 “SCA” means the Sound Cities Association or successor interest.

146
147 “Seattle” means the City of Seattle, a municipal corporation and first-class home rule city
148 organized under the laws of the State of Washington.

149
150 “Seattle City Council” means the legislative authority of the Seattle.

151
152 “Seattle Mayor” means the Mayor of Seattle.

153
154 “State” means the State of Washington.

155
156 “Sub-Regional Planning Activity” means efforts to analyze and articulate local needs,
157 priorities and solutions to address homelessness across the different areas of the County, inclusive
158 of Seattle and north, east, south, and rural King County.

159
160 "Subscribing Agencies" means governmental entities, including but not limited to the State,
161 counties other than King County, cities other than Seattle and housing authorities that contract,
162 pursuant to the terms of this Agreement, with the Authority for the Authority’s services.

163 164 165 **ARTICLE II**

166 167 **AUTHORITY FOR KING COUNTY REGIONAL HOMELESSNESS AUTHORITY**

168 169 **Section 1. King County Regional Homelessness Authority.**

170
171 In accordance with RCW 39.34.030, this Agreement is entered into by and between Seattle and
172 the County to establish a separate governmental administrative agency to accomplish the purpose
173 and mission set forth herein and as this Agreement may be amended from time to time. The name
174 of such separate governmental administrative agency shall be the "King County Regional
175 Homelessness Authority" (the "Authority").

178
179
180
181
182
ARTICLE III

DURATION OF AUTHORITY

183 **Section 1. Duration.** Except as provided in Section 3 of this Article III, the initial duration
184 of this Agreement shall be five (5) years from its Effective Date, with an automatic renewal
185 starting in the sixth year for an indefinite period or until terminated by the Parties.
186

187 **Section 2. Withdrawal.** No Party is permitted to unilaterally withdraw until this Agreement
188 has been in force at least five (5) years from the Effective Date; provided however, the Parties may
189 agree to terminate this Agreement within the initial five (5) year period.
190

191 **Section 3. Termination.** This Agreement may be terminated by written, mutual agreement
192 of the Parties and only after the legislative authorities of the Parties have authorized the
193 termination by motion or resolution; provided however, the effective date of the termination shall
194 be not less than one (1) year from the later date that the County's motion and Seattle's resolution
195 has been delivered to the Authority. The Parties shall jointly undertake with the dissolution of
196 the Authority to protect the public interest and prevent impairment of obligation, or if authorized
197 by law, authorize or initiate proceedings in the Superior Court for the appointment and
198 supervision of a receiver for such purposes.
199

200
201
ARTICLE IV

202
203
PURPOSE, MISSION AND GUIDING PRINCIPLES OF THE AUTHORITY

204 **Section 1. Purpose.** The Authority is a regional, independent governmental agency under
205 RCW 39.34.030, the purposes of which are:
206

207 **a.** Providing consolidated, aligned services for individuals and families who are
208 experiencing homelessness or who are at imminent risk of experiencing homelessness in the
209 jurisdictional boundaries of King County, as such services may be revised or expanded from time
210 to time consistent with the Five-Year Plan or successor planning document and principles set
211 forth in this Agreement;
212

213 **b.** Receiving revenues from the County, Seattle, Funders and other public and private
214 sources for the purposes of the Authority, and applying such revenues as permitted by this
215 Agreement; and
216

217 **c.** Providing such other services as determined to be necessary to implement this
218 Agreement.
219

220 **Section 2. Mission.** The mission of the Authority is to significantly decrease the incidence
221 of homelessness throughout King County, using equity and social justice principles.
222

223 **Section 3. Guiding Principles.** The parties hereto agree that the establishment of the
224 Authority is necessary to consolidate homelessness response systems under one regional entity
225 which acts according to the following principles as may be amended by the Governing Committee
226 from time to time:

227
228 (i) The Authority shall establish ongoing procedures, policies and mechanisms
229 to ensure accountability to its Customers, its contract agencies, its funders, and the public.

230
231 (ii) The Authority shall be accountable in its decision-making processes and
232 strategic planning to its Customers' experiences and to persons with Lived Experience.

233
234 (iii) The Authority shall address racial-ethnic and other statistical
235 disproportionalities amongst the population of people experiencing homelessness, including
236 addressing racial-ethnic inequities in the development, delivery, and evaluation of services in the
237 homeless service system. The Authority shall proactively seek to eliminate disproportionalities in
238 the population experiencing homelessness and outcomes for people experiencing homelessness by
239 directly addressing structural racism, ableism, homophobia, transphobia, misogyny and other
240 sources of inequities.

241
242 (iv) The Authority shall establish clear protocols for decision making that are
243 easily understood by community members, Customers, and other stakeholders. These protocols
244 shall have a clear process for Customer and provider input.

245
246 (v) The Authority shall make data-driven decisions and develop policies and
247 practices to incorporate best practices and quantitative and qualitative data in the development of
248 policies, programs, and funding decisions. It shall collect and analyze a broad array of data
249 reflecting the performance and impact of its funded programs. The Authority shall collect and
250 analyze data that enables tailored approaches for communities disproportionately impacted by the
251 experience of homelessness and different sub-regions within King County. The Authority shall
252 establish community-informed indicators, performance measures, and outcomes that draw on both
253 quantitative and qualitative data.

254
255 (vi) The Authority shall, where possible and as revenue and budgeting allows,
256 implement and support contracting processes and provider staff pay structures that promote high
257 quality services, service system professionalization, and reduction of undue provider staff
258 turnover.

259
260 (vii) The Authority shall create long-term institutional alignment across systems
261 to meet the needs of people at imminent risk of becoming homeless and those experiencing
262 homelessness. The Authority shall adopt an evidence-based, housing first orientation and shall
263 inform and support regional efforts to increase development of new 0 – 30% AMI housing and
264 preserve existing affordable housing, with a priority for permanent supportive housing.

265
266 (viii) The Authority shall value distinctions in local context, needs and priorities
267 through effective Sub-Regional Planning Activity. The Authority shall provide capacity to work
268 with stakeholders from geographically diverse parts of the region to analyze, identify, and

269 implement priority services distinct to those sub-regions. Sub-regions shall be defined by the
270 Authority, taking into consideration established sub-regional definitions including the spheres of
271 influence for A Regional Coalition for Housing (ARCH) and the South King Housing and
272 Homeless Partners (SKHHP) as well as any established County guidance.
273

274 **Section 4. Initial Start-Up; Scope of Work**

275 In addition to carrying out the terms of this Agreement and complying with the terms of Master
276 Agreements that provide funding to the Authority, the Authority will, among other things:
277

278 a. Develop, within six months of the first Implementation Board meeting, an initial
279 work plan that describes an organizational structure, a plan for initial implementation of contracted
280 Homeless Services on behalf of the County and Seattle under the terms of their respective Master
281 Agreements, and a description of goals and activities that the Authority will undertake until
282 approval of its first Five-Year Plan. Such work plan will be recommended by the Implementation
283 Board and approved by the Governing Committee.
284

285 b. Within the first 18 months of operations, the Authority shall work with current and
286 former Customers and other stakeholders to develop a Five-Year Plan. The Authority's Five-Year
287 Plan may be informed by the Regional Action Plan. The Five-Year Plan shall be recommended
288 by the Implementation Board, approved by the Governing Committee and periodically updated as
289 provided herein. The Five-Year Plan shall:

290 (i) include a theory of change;

291 (ii) include specific, measurable actions, outcomes and goals, informed by the
292 Regional Action Plan, that the Authority will take and track progress toward; and

293 (iii) provide for Sub-Regional Planning Activities to be developed with input
294 from the Governing Committee, Advisory Committee and the Sound Cities Association.
295

296 c. Develop processes for procurement of services addressing homelessness.
297

298 d. Develop form contracts with Homelessness Service Providers with consistent
299 terms, conditions and performance evaluation criteria.
300

301 e. Develop consistent standards for the comprehensive data collection, monitoring,
302 and evaluation of systems and program performance.
303

304 f. Support continuous improvement of key system interventions (such as emergency
305 services and homeless housing) and evaluate community impact, including community
306 engagement, Customer engagement, and continuum of care compliance, and support an Office of
307 the Ombuds.
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ARTICLE V

POWERS OF AUTHORITY

317 **Section 1. Powers.** Except as otherwise limited by Washington State law, the Authority shall
318 have all powers, privileges or authority that may be exercised or capable of exercise by both the
319 County and Seattle necessary or convenient to effect the purposes for which the Authority is
320 established and to perform authorized Authority functions, including without limitation the power
321 to:

- 322
- 323 a. Own, lease, acquire, dispose of, exchange and sell real and personal property;
 - 324
 - 325 b. Contract for any Authority purpose with individuals, associations and
326 corporations, municipal corporations, the County, Seattle, any city other than Seattle, any
327 Additional Party, any agency of the State or its political subdivisions, and the State, any
328 Indian Tribe, and the United States or any agency or department thereof;
 - 329
 - 330 c. Provide for, carry out, and implement the provisions of this Agreement;
 - 331
 - 332 d. Sue and be sued in its name;
 - 333
 - 334 e. Lend its monies, property, credit or services, or borrow money;
 - 335
 - 336 f. Do anything a natural person may do;
 - 337
 - 338 g. Perform and undertake all manner and type of community services and activities
339 in furtherance of the carrying out of the purposes or objectives of any program or project
340 heretofore or hereafter funded in whole or in part with funds received from the United
341 States, state, county, or other political entity, or any agency or department thereof, or any
342 other program or project, whether or not funded with such funds, which the Authority is
343 authorized to undertake by Federal or Washington State law, County or Seattle ordinance,
344 County motion or Seattle resolution, by agreement with the County, Seattle, or as may
345 otherwise be authorized by the County or Seattle;
 - 346
 - 347 h. Transfer any funds, real or personal property, property interests, or services, with
348 or without consideration;
 - 349
 - 350 i. Receive and administer governmental or private property, funds, goods, or
351 services for any lawful public purpose;
 - 352
 - 353 j. Purchase, acquire, lease, exchange, mortgage, encumber, improve, use, manage,
354 or otherwise transfer or grant security interests in real or personal property or any interests
355 therein; grant or acquire options on real and personal property; and contract regarding the
356 income or receipts from real property;
 - 357

- 358 **k.** Secure financial assistance, including funds from the United States, a state, or any
359 political subdivision or agency of either for corporate projects and activities;
360
- 361 **l.** Contract for, lease, and accept transfers, gifts or loans of funds or property from
362 the United States, a state, and any political subdivision or agency of either, including
363 property acquired by any such governmental unit through the exercise of its power of
364 eminent domain, and from corporations, associations, individuals or any other source, and
365 to comply with the terms and conditions therefor;
366
- 367 **m.** Manage, on behalf of the United States, a state, and any political subdivision or
368 agency of either, any property acquired by such entity through gift, purchase,
369 construction, lease, assignment, default, or exercise of the power of eminent domain;
370
- 371 **n.** Initiate, carry out, and complete such capital improvements of benefit to the public
372 consistent with this Agreement;
373
- 374 **o.** Recommend to the United States, a state, and any political subdivision or agency
375 of any of them, such security measures as the Authority may deem appropriate to
376 maximize the public interest in the County;
377
- 378 **p.** Provide advisory, consultative, training, educational, and community services or
379 advice to individuals, associations, corporations, or governmental agencies, with or
380 without charge;
381
- 382 **q.** Control the use and disposition of corporate property, assets, and credit;
383
- 384 **r.** Invest and reinvest its monies;
385
- 386 **s.** Fix and collect charges for services rendered or to be rendered, and establish the
387 consideration for property transferred;
388
- 389 **t.** Maintain books and records as appropriate for the conduct of its affairs and make
390 such books and records available as required by law and this Agreement;
391
- 392 **u.** Carry on its operations, and use its property as allowed by law and consistent with
393 this Agreement; designate agents, and hire employees, prescribing their duties,
394 qualifications, and compensation; and secure the services of consultants for professional
395 services, technical assistance, or advice; and
396
- 397 **v.** Exercise and enjoy such additional powers as may be authorized by law, except as
398 may be expressly limited by the terms of this Agreement.
399

400 **ARTICLE VI**

401 **LIMITS ON AUTHORITY POWERS**

402 **Section 1. Limits on Authority Powers.** The Authority in all activities and transactions
403 shall be limited in the following respects:

- 404
- 405
- 406
- 407 **a.** The Authority shall have no power to issue debt or to levy taxes.
- 408
- 409 **b.** The Authority may not incur or create any liability that permits recourse by any
410 contracting party or member of the public against any assets, services, Resources, or credit
411 of the County or Seattle, unless otherwise explicitly agreed to in writing by such entity.
412
- 413 **c.** No funds, assets, or property of the Authority shall be used for any partisan
414 political activity or to further the election or defeat of any candidate for public office; nor
415 shall any funds or a substantial part of the activities of the Authority be used for publicity
416 or educational purposes designed to support or defeat legislation pending before the
417 Congress of the United States, or any state legislature or any governing body of any
418 political entity; provided, however, that funds may be used for representatives and staff
419 of the Authority to communicate with governmental entities and members of Congress of
420 the United States or any state legislature or any governing body of any political entity
421 concerning funding and other matters directly affecting the Authority, so long as such
422 activities do not constitute a substantial part of the Authority's activities and unless such
423 activities are specifically limited in this Agreement.
424
- 425 **d.** All revenues, assets, or credit of the Authority shall be applied toward or expended
426 upon services, projects, and activities authorized by this Agreement. No part of the
427 revenues, assets or credit of the Authority shall inure to the benefit of, or be distributable
428 as such to, Implementation Board Members, Governing Committee Members, members
429 of the Advisory Committee or other committees, officers or other private persons, except
430 that the Authority is authorized and empowered to:
- 431
- 432 **(i)** Provide a per diem to Implementation Board Members and Governing
433 Committee Members who have experienced homelessness. Reimburse Governing
434 Committee Members, Implementation Board Members, members of the Advisory
435 Committee or other committee, and employees and others performing services for
436 the Authority for reasonable expenses actually incurred in performing their duties,
437 and compensate employees and others performing services for the Authority a
438 reasonable amount for services rendered;
439
- 440 **(ii)** Assist Implementation Board Members, Governing Committee Members,
441 members of the Advisory Committee or other committee, or employees as members
442 of a general class of persons who receive services provided by or through the
443 Authority as long as no special privileges or treatment accrues to such
444 Implementation Board Members, Governing Committee Members, members of the

445 Advisory Committee or other committee or employees by reason of their status or
446 position in the Authority;

447
448 (iii). To the extent permitted by law, defend and indemnify any current or
449 former Implementation Board Members, Governing Committee Members or
450 employees as provided herein;

451
452 (iv) Purchase insurance to protect and hold personally harmless any current or
453 former Implementation Board Members, Governing Committee Members or
454 employee and their successors from any action, claim, or proceeding instituted
455 against the foregoing individuals arising out of the performance, in good faith, of
456 duties for, or employment with, the Authority and to hold these individuals harmless
457 from any expenses connected with the defense, settlement, or monetary judgments
458 from such actions, claims, or proceedings. The purchase of such insurance and its
459 policy limits shall be discretionary with the Implementation Board Members, and
460 such insurance shall not be considered to be compensation to the insured individuals.
461 The powers conferred by this Section 1.d. of Article VI shall not be exclusive of any
462 other powers conferred by law to purchase liability insurance; and

463
464 (v) Sell assets for a consideration greater than their reasonable market value
465 or acquisition costs, charge more for services than the expense of providing them,
466 or otherwise secure an increment in a transaction, or carry out any other transaction
467 or activity, as long as such gain is not the object or purpose of the Authority's
468 transactions or activities, and such gain shall be applied to providing Homeless
469 Services, and as long as no Party is charged more than its total annual or biennial
470 allocation as provided in this Agreement.

471
472 e. The Authority shall not issue shares of stock, pay dividends, make private
473 distribution of assets, make loans to its Implementation Board Members, Governing
474 Committee Members or employees or otherwise engage in business for private gain.

475
476 **Section 2. Limitation on Liability.**

477 All debts, obligations and liabilities incurred by the Authority shall be satisfied exclusively from
478 the assets and properties of the Authority and no creditor or other person shall have any right of
479 action against the County, Seattle, Funders or any other public or private entity or agency on
480 account of any debts, obligations, or liabilities of the Authority unless explicitly agreed to in
481 writing by the County, Seattle, Funders or such entity or agency.

482 **Section 3. Mandatory Disclaimer.**

483 The following disclaimer shall be posted in a prominent place where the public may readily see
484 it in the Authority's principal and other offices. It shall also be printed or stamped on all contracts
485 and other documents that may entail any debt or liability by the Authority. Failure to display,
486 print or stamp the statement required by this Section 3 of Article VI shall not be taken as creating
487 any liability for any entity other than the Authority.

488 The King County Regional Homelessness Authority (the “Authority”) is an
489 independent governmental agency created pursuant to an Interlocal Agreement
490 between King County and the City of Seattle pursuant to RCW 39.34.030. All
491 liabilities incurred by the Authority shall be satisfied exclusively from the assets
492 and properties of the Authority and no creditor or other person shall have any right
493 of action against King County, the City of Seattle, or any other public or private
494 entity or agency on account of any debts, obligations, or liabilities of the Authority
495 unless explicitly agreed to in writing by such entity or agency.
496

497 **ARTICLE VII**
498 **BUDGETING AND CONTRACTING**
499

500 **Section 1. Provision of Funds.**
501

502 (a) The Authority shall annually submit a proposed budget request to each of the
503 Parties, consistent with the budget approved by the Governing Committee. Requests shall be made
504 by the Authority to the Parties at the time and in the form as determined to be necessary to comply
505 with the fiscal and budget cycles of the individual Party and that is consistent with the Resources
506 provided by the Parties. Each Party shall review the proposed budget request and strive to allocate
507 monies to the Authority consistent with the budget request and overall Five-Year Plan or successor
508 planning documents; provided, that the County’s allocation shall be made biennially. The
509 Authority’s proposed budget request for the County for the second year of the biennium shall
510 describe the reason for any requested adjustments to the County’s budget appropriation for the
511 biennium. Parties shall provide monies to the Authority subject to the terms of each Party’s Master
512 Agreement.
513

514 (b) It is Seattle’s intent to provide the same funding to the Authority that it budgeted in
515 2019 for the Homeless Services contracts anticipated to be transferred to the Authority and related
516 administrative expenses. In 2019 that amount is approximately \$73,000,000. In accordance with
517 the foregoing, Seattle anticipates providing the following to the Authority, in all cases subject to
518 annual budget appropriations:
519

520 1. Initial, start-up funding of no more than \$2,000,000 for calendar year 2020
521 (or a pro rata portion if the Authority commences operations later than January 1, 2020), the
522 Authority’s expected first year of operation. In the event that the Authority determines that a
523 portion of the initial, start-up funding is necessary on an ongoing basis to fully fund the
524 administrative costs of the Authority so as not to reduce the level of Homeless Services provided
525 in 2020 and subsequent years, the Authority may request additional funding from Seattle in an
526 amount that demonstrates a shared investment in ongoing administrative costs between King
527 County and Seattle; and
528

529 2. Except as otherwise provided in Section 1(h) of this Article VII, program
530 and administrative funding of no less than \$73,000,000 for 2020 (or a pro rata portion
531 commensurate with the needs of the Authority if the Authority commences administration of
532 Homeless Services contracts later than January 1, 2020) and for each of the following three years,

533 and thereafter, funding as necessary for the Authority to acquire through contract Homeless
534 Services and to fund the administrative costs of the Authority.
535

536 (c) It is the County's intent to provide the same funding to the Authority that it
537 budgeted in 2019 for the Homeless Services contracts anticipated to be transferred to the Authority
538 and related administrative expenses. In 2019 that amount is approximately \$55,000,000. In
539 accordance with the foregoing, the County anticipates providing the following to the Authority, in
540 all cases subject to budget appropriations:
541

542 1. Initial, start-up funding of no more than \$1,755,000 for calendar year 2020
543 (or a pro rata portion if the Authority commences operations later than January 1, 2020), the
544 Authority's expected first year of operation. In the event that the Authority determines that a
545 portion of the initial, start-up funding is necessary on an ongoing basis to fully fund the
546 administrative costs of the Authority so as not to reduce the level of Homeless Services provided
547 in 2020 and subsequent years, the Authority may request additional funding from King County in
548 an amount that demonstrates a shared investment in ongoing administrative costs between King
549 County and Seattle; and
550

551 2. Except as otherwise provided in Section 1(h) of this Article VII, program
552 and administrative funding of no less than \$55,000,000 for 2020 (or a pro rata portion
553 commensurate with the needs of the Authority if the Authority commences administration of
554 Homeless Services contracts later than January 1, 2020) and for each of the following three years,
555 and thereafter, funding as necessary for the Authority to acquire through contract Homeless
556 Services and to fund the administrative costs of the Authority; provided, that such administrative
557 funding shall include the cost of the space contributed by the County described in Section 1(d) of
558 this Article VII.
559

560 (d) The County agrees to make facilities available to the Authority for Authority
561 operations. The County's funding to the Authority in Section 1(c) of this Article VII shall include
562 the value of County space contributed by the County to the Authority. The County's funding in
563 Section 1(c) of this Article VII shall be reduced to the extent the County directly pays for programs
564 and administration during a transition period. Seattle's funding in Section 1(b) of this Article VII
565 shall be reduced to the extent Seattle directly pays for programs and administration during a
566 transition period.
567

568 (e) The Parties will enter into separate Master Agreements with the Authority setting
569 forth each Party's respective processes to provide Resources or other consideration to the
570 Authority pursuant to the terms and conditions set forth herein and in the Party's Master
571 Agreement with the Authority. The Parties will collaborate so that, to the extent possible, their
572 Master Agreements have similar and consistent terms, conditions and requirements so as to reduce
573 inefficiencies and avoid any conflicting requirements for the Authority. The terms of the Master
574 Agreements shall be consistent with this Agreement; in the event of a conflict between a Master
575 Agreement and this Agreement, the terms of this Agreement shall prevail.
576

577 (f) The Parties will use best efforts to coordinate the development of their respective
578 Master Agreements to ensure consistency and that the Authority will be provided adequate
579 Resources to optimize the provision of services with appropriate accountability.
580

581 (g) If the Authority applies for and receives monies which had, in prior years, been
582 accredited to either Seattle or King County, then: (1) in future years, the amount of such monies
583 shall be credited towards the allocations as defined in Section 1.b.2 and Section 1.c.2 of this Article
584 VII, respectively, and (2) the Authority shall give first priority to providing services to those
585 persons who were previously served by such monies.
586

587 (h) Seattle or the County may reduce their expected funding, set forth in Sections
588 1.b.2 and 1.c.2 of this Article VII respectively, commensurate with reductions or eliminations of
589 funding available for homelessness programs or services, by providing written notice to the
590 Authority and executing a unilateral amendment to the affected Party's Master Agreement.
591

592 (i) The Authority shall comply with all federal, State, Seattle and County statutory
593 and legal requirements, as applicable, in respect to all grant funds contributed by each Party.
594

595 (j) The Authority shall be subject to annual audit by the State Auditor, and by Seattle
596 and County at the option of each.
597

598 **Section 2. Information Required for Oversight of the Authority.** Each of the Master
599 Agreements shall include provisions obligating the Authority to provide the following minimum
600 information to each Party:
601

602 (a) An annual operating budget displaying the various sources and uses of Authority
603 revenues, with expenditures aggregated and disaggregated based on source;
604

605 (b) Quarterly reporting on expenditures against budget, as well as full transparency into
606 on-going spending provided by access to the Authority's financial systems;
607

608 (c) Standards and procedures for the awarding of contracts to service providers,
609 including means to measure outcomes;
610

611 (d) Annual reports showing comparative outcomes by service providers and
612 evaluations of contract performance;
613

614 (e) A Five-Year Plan for the funding of Homeless Services; and
615

616 (f) An annual performance update on the Five-Year Plan or successor planning
617 document.
618

619 **Section 3. Subscribing Agency Service Contracts for the Provision of Homeless Services.**
620 Nothing herein shall prohibit the Authority from entering into contracts with Subscribing Agencies
621 ("Subscribing Agency Contracts") so long as (i) such contracts are subject to the availability of
622 grant or other funding, (ii) upon request, copies of such contracts be provided to a Party, and (iii)

623 such Subscribing Agency Contracts do not impair the obligations of the Authority to any Party or
624 any other contractors. In consideration for the Authority providing such Homeless Services to a
625 Subscribing Agency, that Subscribing Agency shall either provide Resources to the Authority or
626 align the Subscribing Agency's provision of related services consistent with the Authority's
627 budget, the Five-Year Plan or successor planning document, and the Authority's Goals, Policies,
628 and Plans as approved by the Governing Committee. The Authority shall fund and provide
629 services across the County regardless of whether a local jurisdiction is a Subscribing Agency to
630 this Agreement.

631 632 **ARTICLE VIII**

633 **ORGANIZATION OF AUTHORITY**

634
635
636 **Section 1. Governing Committee.** A Governing Committee, comprised of elected officials
637 serving ex officio and individuals representing those with Lived Experience, shall be formed to
638 act as the administrator for the Authority and for the purposes of performing the duties set out in
639 this Agreement. In selecting Members to serve on the Governing Committee, the blocs referenced
640 in Section 1.a. of this Article VIII shall strive to reflect the racial and ethnic makeup of King
641 County residents overall to ensure the inclusion of members of racial and ethnic groups
642 disproportionately experiencing homelessness.

643 **a. Governing Committee Composition.** The Governing Committee shall
644 be composed of the following members:

645
646 (i) the County Executive and two (2) members of the King County
647 Council. One (1) of the two (2) Councilmembers shall represent a district that is
648 in whole or in part located in Seattle and one (1) shall represent a district outside
649 of Seattle;

650
651 (ii) the Seattle Mayor and two (2) members of the Seattle City Council;

652
653 (iii) three (3) members shall be elected officials from cities or towns
654 other than Seattle; and

655
656 (iv) three (3) members representing individuals with Lived Experience,
657 which members shall be selected by the Advisory Committee, or, if the Advisory
658 Committee has not yet been established, the Continuum of Care Board created
659 pursuant to 24 CFR Part 578 or successor regulation, which shall consider
660 recommendations from the Coalition of Lived Experience or other groups
661 representing individuals with Lived Experience. The Advisory Committee shall
662 prioritize appointing individuals with personal Lived Experience. At least one of
663 the three (3) Members shall represent individuals with Lived Experience in areas
664 outside Seattle.

665
666 After selecting its three Governing Committee Members, a bloc referenced above in this Section
667 1.a. of Article VIII shall notify the other blocs of the names and contact information for that bloc's

668 selected Members. Notice to the County shall be sent to both the County Executive and the Chair
669 of the County Council. Notice to Seattle shall be sent to both the Seattle Mayor and the president
670 of the Seattle City Council. Notice to SCA shall be sent to the SCA Executive Director. Notice
671 to the members representing individuals with Lived Experience shall be sent to the Advisory
672 Committee or, if the Advisory Committee has not yet been established, the Continuum of Care
673 Board created pursuant to 24 CFR Part 578 or successor regulation. It is the intent of the Parties
674 that selection of members for each bloc referenced above in this Section 1.a. of Article VIII shall
675 occur expeditiously so that the first meeting of the Governing Committee may occur within ninety
676 (90) days of the Effective Date.

677
678 **b. Actions Requiring Approval by Resolution and Voting.** A general or
679 particular authorization and concurrence of the Governing Committee by resolution shall
680 be necessary for any of the following transactions and as provided in Section 1.b.(i) and
681 Section 1.b.(iii) of this Article VIII.

682
683 Each individual Governing Committee Member shall be a voting member and shall have
684 one vote. A Governing Committee Member may not split his or her vote on an issue. No
685 voting by proxies or mail-in ballot is allowed. Voting by a designated alternate pursuant
686 to the terms of the Bylaws or policies of the Authority is not considered a vote by proxy.

687
688 (i) The following actions of the Governing Committee shall require an
689 affirmative vote of a majority of Governing Committee Members present,
690 provided quorum requirements in Section 1.d. of this Article VIII are met:

691
692 (1) Remove Implementation Board Members for cause as
693 provided in this Agreement;

694
695 (2) Recommend to the County Council and Seattle City Council
696 amendments to this Agreement;

697
698 (3) Adopt and amend Bylaws of the Governing Committee;

699
700 (4) Confirm Implementation Board Members in accordance with
701 Section 2 of this Article VIII;

702
703 (5) Approve for implementation the recommendations of the
704 staffing plan and organization structure described at Section 5.a of Article IX;

705
706 (6) Approve performance metrics; and

707
708 (7) Change the name of the Authority.

709
710 (ii) The following actions shall require an affirmative vote of a two-
711 thirds majority of Governing Committee Members present, provided the quorum
712 requirements in Section 1.d of this Article VIII are met:

713

- 714 (1) Approve or amend Goals, Policies, and Plans;
715
716 (2) Approve or amend the annual budget recommended by the
717 Implementation Board; and
718
719 (3) Confirm the Chief Executive Officer.

720
721 (iii) Removal of the Chief Executive Officer shall require an affirmative
722 vote of nine (9) Members of the Governing Committee.
723

724 **c. Organization.** Members of the Governing Committee shall elect a chair
725 from among its Members, who shall serve a two-year term; provided however, that
726 nothing prevents the Governing Committee from appointing co-chairs.
727

728 **d. Quorum.** At all meetings of the Governing Committee, a quorum of the
729 Governing Committee must be present in order to do business on any issue. A quorum
730 shall be defined as nine (9) Governing Committee Members selected pursuant to Section
731 1.f of this Article VIII.
732

733 **e. Annual Performance Report.** The Governing Committee shall annually
734 receive an annual performance report prepared by the Authority with input from the
735 Implementation Board.
736

737 **f. Term.** The terms of the Seattle Mayor and the County Executive shall be
738 co-terminus with their respective offices. The County Council and Seattle City Council
739 shall determine which of its respective members shall serve on the Governing Committee
740 and such Members shall serve until replaced or until no longer a member of their respective
741 Council. The Governing Committee Members that are city elected officials from outside
742 Seattle are appointed by the SCA and shall serve until replaced or until no longer eligible
743 for appointment. The Governing Committee Members representing individuals with Lived
744 Experience shall serve until replaced by the Advisory Committee.
745

746 **g. Consecutive Absences.** Any Governing Committee Member who is
747 absent for three consecutive regular meetings without excuse may, by resolution duly
748 adopted by a majority vote of the remaining Governing Committee Members, be deemed
749 to have forfeited his or her position as Governing Committee Member and that Member's
750 position shall be vacant.
751

752 Forfeiting a Governing Committee Member position pursuant to this Section 1.g. of
753 Article VIII shall be effective immediately unless otherwise provided in the resolution.
754 Any successor shall be selected in the same manner as the appointment for the forfeited
755 Governing Committee Member position.
756

757 **Section 2. Implementation Board.** The operations and management of all Authority
758 affairs shall reside in an Implementation Board. The Implementation Board of the Authority shall
759 be composed of thirteen members. The composition of the Implementation Board shall reflect
760 the racial and ethnic makeup of King County residents overall to ensure the inclusion of members
761 of racial and ethnic groups disproportionately experiencing homelessness.

762 **a. Board Member Characteristics.** Implementation Board Members shall
763 be appointed so that the Implementation Board as a whole satisfies the representational
764 standards set forth in this Section 2.a of Article VIII.
765

766 The Implementation Board shall be comprised of individuals who have connections to or
767 experience with a broad range of stakeholders and communities, including but not limited
768 to: the local business community; neighborhood and community associations;
769 faith/religious groups; and the philanthropic community. A majority of the members of
770 the Implementation Board shall be persons whose combination of identity, personal
771 experience, or professional expertise enables them to credibly represent the perspectives
772 of, and be accountable to, Marginalized Demographic Populations that are statistically
773 disproportionately represented among people experiencing homelessness in King County.
774 The Implementation Board members shall strive to reflect a diversity of geographies in
775 King County.
776

777 The Implementation Board shall neither include elected officials nor employees of Seattle,
778 the County or the Authority, nor employees, officials, agents or representatives of current
779 Contract Holders or any entity that is likely to directly benefit from the actions of the
780 Authority (except as set forth in Section 4 of this Article VIII).
781

782 **b. Board Member Expertise and Skills.** All Implementation Board
783 Members shall possess substantial and demonstrable expertise, experience and/or skill in
784 one or more of the areas specified in this Section 2.b of Article VIII. Individual members
785 shall be appointed so that each skill and expertise specified in this Section 2.b of Article
786 VIII is represented on the fully seated Implementation Board.
787

788 (i) implementation of policies and practices that promote racial-ethnic
789 equity within an organization of similar size or responsibility to the Authority;
790

791 (ii) fiscal oversight of entities with budgets of similar size to the
792 Authority;
793

794 (iii) direction or oversight of business operations and/or strategy of a
795 large public or private entity or organization;
796

797 (iv) affordable housing finance and/or development;
798

799 (v) physical and/or behavioral health care;
800

801 (vi) labor unions and workforce;
802

803 (vii) Federal continuum of care program governance and operations and
804 the ability to represent the perspectives of continuum of care membership;

805
806 (viii) provision of services for persons experiencing homelessness or
807 related social services with an emphasis on serving populations that are
808 disproportionately represented amongst those experiencing homelessness;

809
810 (ix) academic research on topics related to homelessness and/or data-
811 based performance evaluation;

812
813 (x) criminal justice;

814
815 (xi) provision of child welfare services;

816
817 (xii) provision of youth services; and

818
819 (xiii) other characteristics determined to be necessary by the
820 Implementation Board to carry out the purposes of the Authority.

821
822 **c. Initial Appointments.** The appointing entities described in Section
823 2.c.(i) through Section 2.c.(v) of this Article VIII shall convene a nominating
824 committee to coordinate and confer on appointments of Implementation Board
825 Members, in order to ensure that each skill and expertise specified in Section 2.b.
826 of this Article VIII is represented on the fully seated Implementation Board. The
827 Implementation Board shall be comprised of thirteen (13) Members appointed,
828 subject to confirmation by the Governing Committee, as follows:

829
830 (i) two (2) Members of the Implementation Board shall be appointed
831 by the Seattle Mayor, one to serve a four-year term and one to serve a five-year
832 term;

833
834 (ii) two (2) Members of the Implementation Board shall be appointed
835 by the Seattle City Council, one to serve a three-year term and one to serve a four-
836 year term;

837
838 (iii) two (2) Members of the Implementation Board shall be appointed
839 by the County Executive, one to serve a three-year term and one to serve a four-
840 year term;

841
842 (iv) two (2) Members of the Implementation Board shall be appointed
843 by the County Council, one to serve a three-year term and one to serve a five-year
844 term;

845
846 (v) two (2) Members of the Implementation Board shall be appointed
847 by the Sound Cities Association, one to serve a four-year term and one to serve a
848 five-year term; and

849
850 (vi) three (3) Members representing individuals who have Lived
851 Experience shall be appointed by the Advisory Committee, or, if the Advisory
852 Committee has not yet been established, the Continuum of Care Board created
853 pursuant to 24 CFR Part 578 or successor regulation, which shall consider
854 recommendations from the Coalition of Lived Experience or other groups
855 representing individuals with Lived Experience of homelessness, subject to
856 confirmation by the Governing Committee pursuant to Section 1.b.(i) of this
857 Article VIII. The Advisory Committee shall prioritize appointing individuals with
858 personal Lived Experience. At least one of the three (3) Members shall represent
859 stakeholders who have Lived Experience in areas outside the city of Seattle. The
860 terms of these positions are as follows: one to serve a three-year term, one to serve
861 a four-year term, and one to serve a five-year term.
862

863 It is the intent of the Parties that selection of individuals to serve as Implementation
864 Board Members occur expeditiously so that the first meeting of the Implementation
865 Board may occur within 60 days of the Governing Committee taking action to confirm
866 the initial Implementation Board Members.
867

868 **d. Subsequent Appointments.** Upon expiration of each position, the initial
869 appointing entity or party shall appoint a subsequent member to serve in the expired
870 position for a four-year term subject to confirmation by the Governing Committee
871 pursuant to Section 1.b.(i) of this Article VIII. Representatives of the appointing entities
872 described in Section 2.c.(i) through Section 2.c.(v) of this Article VIII shall convene a
873 nominating committee to coordinate and confer on appointments of Implementation
874 Board Members.
875

876 **e. Tenure of Implementation Board Members.** Implementation Board
877 Members shall continue in office until a successor is appointed and confirmed as provided
878 herein. Successors shall serve four-year terms (or such shorter period, if appointed after
879 the expiration of a term, so as to ensure the continuation of staggered Implementation
880 Board terms). Implementation Board Members may serve no more than two successive
881 complete terms.
882

883 **f. Consecutive Absences.** Any Implementation Board Member who is
884 absent for three consecutive regular meetings without excuse may, by resolution duly
885 adopted by a majority vote of the then Implementation Board Members, and such action
886 is concurred with by a majority of the Governing Committee, be deemed to have forfeited
887 his or her position as Implementation Board Member and that Member's position shall be
888 vacant.
889

890 Forfeiting an Implementation Board Member position pursuant to this Section 2.f. of
891 Article VIII shall be effective immediately unless otherwise provided in the resolution.
892 Any successor shall be selected in the same manner as the appointment for the forfeited
893 Implementation Board Member position and any successor shall hold office for the
894 unexpired term.

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g. Removal of Implementation Board Members. If it is determined by at least a majority of the Implementation Board that an Implementation Board Member should be removed with or without cause and such action is concurred in by a majority of the Governing Committee, the Governing Committee may by resolution remove such Implementation Board Member and that Member's position shall be vacant.

Removal of Implementation Board Members pursuant to this Section 2.g. of Article VIII shall be effective immediately unless otherwise provided in the resolution. Any successor shall be selected in the same manner as the appointment for the removed Implementation Board Member and any successor shall hold office for the unexpired term.

h. Vacancy on Implementation Board. A vacancy or vacancies on the Implementation Board shall be deemed to exist in case of the death, disability or resignation, or removal or forfeiture of membership as provided herein. Vacancies during and at the expiration of the term of an Implementation Board Member shall be filled for the unexpired term as soon as possible in the same manner as the appointment for the Board Member position vacated.

i. Duties of Implementation Board. The Implementation Board shall be responsible for the operations and management of the Authority and shall provide strategic vision, community accountability and robust oversight for the Authority.

In addition to the powers and duties granted in other provisions of this Agreement, the Implementation Board shall:

- (i) Meet regularly as set forth in Section 1 of Article X of this Agreement;
- (ii) Develop and recommend Goals, Policies, and Plans to the Governing Committee;
- (iii) Adopt an annual performance report and transmit such report to the Governing Committee annually;
- (iv) Develop and recommend to the Governing Committee policies and processes for competitive procurement of services, including but not limited to policies for allocation of funding across program types and across cities, towns, and unincorporated areas in King County that are consistent with the Five-Year Plan or successor planning document;
- (v) Develop and recommend a projected operating budget (which may be an annual budget, a biennial budget or other form as authorized by State law) that is consistent with the Five-Year Plan or successor planning document to be proposed to the Governing Committee;

941 (vi) Develop and transmit to the Governing Committee an annual
942 funding allocation report, including but not limited to the sources and distribution
943 of funding across program types and across cities, towns and unincorporated areas
944 in King County;

945
946 (vii) Adopt an annual work plan which includes a summary of projects
947 and activities to be undertaken during the budget period;

948
949 (viii) Cause the Authority to implement the Goals, Policies, and Plans
950 approved by the Governing Committee, including through contracting for
951 services, contracting to provide Homeless Services, making funding awards and
952 doing all things necessary to oversee and carry out the implementation of the
953 Authority's programs;

954
955 (ix) Ensure that the initial Five-Year Plan shall formalize sub-regional
956 planning processes that are developed in consultation with the Governing
957 Committee, the Advisory Committee, and the SCA. Sub-Regional Planning
958 Activities will address factors, needs and resources unique to the respective
959 regions. Such Sub-Regional Planning Activities will form the basis of the
960 development of subsequent Five-Year Plans or successor planning documents,
961 which may be informed by the Regional Action Plan. Annual work plans shall
962 identify sub-regional goals and activities until such time as these are included in
963 an approved Five-Year Plan;

964
965 (x) Adopt policies and procedures for oversight of major expenditures
966 and other transactions, to include but not be limited to delegation of contracting
967 authority to the Chief Executive Officer and the minimum standards for
968 procurement of goods, services and property;

969
970 (xi) Conduct regular performance evaluation of the Chief Executive
971 Officer; and

972
973 (xii) Cause the Authority to carry out the duties in this Agreement.

974
975 **j. Actions Requiring Approval by Resolution.** A general or particular
976 authorization and concurrence of the Implementation Board by resolution shall be
977 necessary for any of the following transactions:

978
979 (i) Transfer or conveyance of an interest in real estate, except for lien
980 releases or satisfactions of a mortgage after payment has been received, or the
981 execution of a lease for a current term less than one (1) year;

982
983 (ii) To the extent permitted by State law, donation of money, property
984 or other assets belonging to the Authority;

985

986 (iii) Adoption of internal policies and procedures for oversight of major
987 expenditures and other transactions;

988
989 (iv) Recommendation to the Governing Committee of an annual budget
990 that is consistent with the Five-Year Plan or successor planning document;

991
992 (v) Recommendation to the Governing Committee of amendments to
993 this Agreement;

994
995 (vi) Adoption and amendment of Bylaws for the Implementation
996 Board;

997
998 (vii) Annual endorsement of a set of principles and priorities;

999
1000 (viii) Recommendation to the Governing Committee of Goals, Policies,
1001 and Plans, including a Five-Year Plan;

1002
1003 (ix) Recommendation of a Chief Executive Officer to be confirmed by
1004 the Governing Committee, the recruitment of whom will be conducted jointly by
1005 the Implementation Board and the Governing Committee; and

1006
1007 (viii) Such other transactions, duties, and responsibilities as this
1008 Agreement shall repose in the Implementation Board or require Implementation
1009 Board participation by resolution.

1010
1011 **k. Quorum of Implementation Board.** At all meetings of the
1012 Implementation Board, a quorum of the Implementation Board must be present in order
1013 to do business on any issue. A quorum shall be defined as a majority of the Board
1014 Members in number, excluding any Board Member who has given notice of withdrawal
1015 or whose position is vacant in accordance with the provisions of Section 2.h. of this Article
1016 VIII.

1017
1018 **l. Voting Requirements.** Each individual Implementation Board Member
1019 shall be a voting member and shall have one vote. All resolutions shall require an
1020 affirmative vote of a majority of the Implementation Board Members voting on the issue;
1021 provided, that such majority equals not less than one-third (1/3) of the Implementation
1022 Board's total voting membership.

1023
1024 A Board Member may not split his or her vote on an issue. No voting by proxies or mail-
1025 in ballot is allowed. Voting by a designated alternate pursuant to the terms of the Bylaws
1026 or policies of the Authority is not considered a vote by proxy.

1027
1028 Proposed amendments to this Agreement and the adoption and amendment of Bylaws
1029 shall require an affirmative vote of two-thirds (2/3) of the Members of the Implementation
1030 Board.

1032 **m. Equity Decision Making.** The Authority shall advance equity and social
1033 justice in its processes, policies, and outcomes by proactively seeking to eliminate racial-
1034 ethnic disproportionalities in the population experiencing homelessness and to eliminate
1035 disparities in outcomes for people experiencing homelessness by addressing structural
1036 racism, ableism, homophobia, transphobia, misogyny and other sources of inequities. The
1037 Authority shall establish and operate under an equity-based decision-making framework
1038 to inform its policy, business process, and funding decisions. This equity-based decision-
1039 making framework shall provide for inclusion of Customers of the service system in
1040 decisions that will affect them; specify a framework for examining policy, business
1041 process, and funding decisions with an explicit equity and racial justice analysis; and shall
1042 establish processes to measure, evaluate, and respond to the impact of its decision-making
1043 on its goals of advancing equity. This framework shall be informed by people with Lived
1044 Experience and be approved by the Implementation Board of the Authority.
1045

1046 **Section 3. Right to Indemnification.**
1047

1048 Each person who was, or is threatened to be made a party to or is otherwise involved (including,
1049 without limitation, as a witness) in any actual or threatened action, suit, or proceeding, whether
1050 civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a
1051 Governing Committee Member, Implementation Board Member or employee of the Authority,
1052 whether the basis of such proceeding is alleged action in an official capacity as a director, trustee,
1053 officer, employee, or agent, or in any other capacity, shall be indemnified and held harmless by
1054 the Authority to the full extent permitted by applicable law as then in effect, against all expense,
1055 liability and loss (including attorneys' fees, judgments, fines and amounts to be paid in settlement)
1056 actually and reasonably incurred or suffered by such person in connection therewith, and such
1057 indemnification shall continue as to a person who has ceased to be in such position and shall inure
1058 to the benefit of his or her heirs, executors and administrators; provided, however, that except as
1059 provided in this Section 3 of Article VIII, with respect to proceedings seeking to enforce rights
1060 to indemnification, the Authority shall indemnify any such person seeking indemnification in
1061 connection with a proceeding (or part thereof) initiated by such person only if such proceeding
1062 (or part thereof) was authorized by the Implementation Board; provided, further, the right to
1063 indemnification conferred in this Section 3 of Article VIII shall be a contract right and shall
1064 include the right to be paid by the Authority the expenses incurred in defending any such
1065 proceeding in advance of its final disposition; provided, however, that the payment of such
1066 expenses in advance of the final disposition of a proceedings shall be made only upon delivery to
1067 the Authority of an undertaking, by or on behalf of such person, to repay all amounts so advanced
1068 if it shall ultimately be determined that such person is not entitled to be indemnified under this
1069 Section 3 of Article VIII or otherwise.
1070

1071 Provided, further, that the foregoing indemnity may not apply, at the discretion of the Authority,
1072 to any person from or on account of:
1073

1074 **a.** Acts or omissions of such person finally adjudged to be reckless
1075 misconduct, intentional misconduct or a knowing violation of law; or
1076

1077 b. Any transaction with respect to which it was finally adjudged that such
1078 person personally received a benefit in money, property, or services to which such person
1079 was not legally entitled.
1080

1081 If a claim under this Section 3 of Article VIII is not paid in full by the Authority within sixty (60)
1082 days after a written claim has been received by the Authority, except in the case of a claim for
1083 expenses incurred in defending a proceeding in advance of its final disposition, in which case the
1084 applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit
1085 against the Authority to recover the unpaid amount of the claim and, to the extent successful in
1086 whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such
1087 claim. The claimant shall be presumed to be entitled to indemnification under this Section 3 of
1088 Article VIII upon submission of a written claim (and, in an action brought to enforce a claim for
1089 expenses incurred in defending any proceeding in advance of its final disposition, where the
1090 required undertaking has been tendered to the Authority), and thereafter the Authority shall have
1091 the burden of proof to overcome the presumption that the claimant is so entitled. Neither the
1092 failure of the Authority (including the Implementation Board or independent legal counsel) to
1093 have made a determination prior to the commencement of such action that indemnification of or
1094 reimbursement or advancement of expenses to the claimant is proper nor a determination by the
1095 Authority (including its Implementation Board Members, Governing Committee Members or
1096 independent legal counsel) that the claimant is not entitled to indemnification or to the
1097 reimbursement or advancement of expenses shall be a defense to the action or create a
1098 presumption that the claimant is not so entitled.
1099

1100 The right of indemnification and the payment of expenses incurred in defending a proceeding in
1101 advance of its final disposition conferred in this Section 3 of Article VIII shall not be exclusive
1102 of any other right which any person may have or hereafter acquire under any statute, provision of
1103 this Agreement, Bylaws, any other agreement or otherwise.
1104

1105 The Authority shall maintain in full force and effect public liability insurance in an amount
1106 sufficient to cover potential claims for bodily injury, death or disability and for property damage,
1107 which may arise from or be related to projects and activities of the Authority and its
1108 Implementation Board Members, Governing Committee Members, staff and employees.
1109

1110 **Section 4. Conduct; Code of Ethics.**
1111

1112 Governing Committee Members, Implementation Board Members, members of the Advisory
1113 Committee or other committee and employees of the Authority shall conduct themselves in
1114 accordance with all applicable laws, including but not limited to, chapter 42.23 RCW (the "Code
1115 of Ethics for Municipal Officers"), chapter 42.30 RCW (the "Open Public Meetings Act"), and
1116 this Agreement and policies of the Authority.
1117

1118 All letters, memoranda and electronic communications or information (including email) that
1119 relate to conduct of the Authority or the performance of any Authority function may be public
1120 records subject to disclosure under chapter 42.56 RCW (the "Washington Public Records Act").
1121 In the event that the Authority or any Governing Committee or Implementation Board Member
1122 or any member of the Advisory Committee or other committee receives a request for such records,

1123 the Governing Committee or Implementation Board Member or any member of the Advisory
1124 Committee or other committee shall immediately provide the request to the public records officer
1125 of the Authority, and assist the public records officer in responding to the request.

1126
1127 Governing Committee Members, Implementation Board Members, and members of the Advisory
1128 Committee or other committee shall respect the confidentiality requirements regarding personnel,
1129 real estate transactions, proprietary matters, and attorney-client privileged communications,
1130 including those requirements listed herein and any other confidential information that is gained
1131 through their positions with the Authority. The Authority, rather than any individual, is the holder
1132 of these privileges and protections and only the Authority may elect to waive any such privileges
1133 or protections.

1134
1135 Any Governing Committee Member, Implementation Board Member, member of the Advisory
1136 Committee or other committee or Authority employee who has an actual or potential interest, or
1137 whose immediate family member (spouse, partner, child, sibling, or parent) has an interest, in any
1138 matter before the Implementation Board that would tend to prejudice his or her actions shall so
1139 publicly indicate according to the policies and procedures of the Authority. In such case any such
1140 individual shall recuse and refrain from voting upon and any manner of participation with respect
1141 to the matter in question so as to avoid any actual or potential conflict of interest. This
1142 requirement shall be in addition to all requirements under the Code of Ethics for Municipal
1143 Officers.

1144
1145 Governing Committee and Implementation Board Members, members of the Advisory
1146 Committee or other committee and employees of the Authority shall each submit an annual
1147 disclosure statement that requires the disclosure of any ownership or property or
1148 employment/affiliation with any party contracting with the Authority or providing services with
1149 the Authority. Any Governing Committee Member, Implementation Board Member and member
1150 of the Advisory Committee or other committee with such ownership interest, employment or
1151 affiliation shall recuse him or herself from participating in discussions, deliberations, preliminary
1152 negotiations, and votes if such property or employment/affiliation is directly benefiting from such
1153 action.

1154
1155 Notwithstanding anything herein to the contrary, the prohibition on conflicts of interest shall not
1156 apply to or otherwise prohibit a Governing Committee or Implementation Board Member from
1157 serving on the respective Board or voting on matters if such Member receives generally the same
1158 interest or benefits as are being made available or provided to a group or class of low-income,
1159 homeless or formerly homeless persons intended to be the beneficiaries of the services provided
1160 by or through the Authority. To ensure a diversity of representation on the Implementation Board,
1161 the Advisory Committee or other committee, nothing herein shall prevent Implementation Board
1162 Members of such bodies for whom Implementation Board service on which may be a financial
1163 hardship from receiving a stipend consistent with the stipend policies of similarly situated public
1164 and nonprofit boards.

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ARTICLE IX

OFFICERS OF AUTHORITY; STAFFING

1170 **Section 1. Implementation Board Officers.**
1171

1172 The Implementation Board Members shall elect from among themselves persons to serve in the
1173 following Implementation Board offices: Chairperson and Vice Chairperson. The
1174 Implementation Board Members may also create the offices of a Treasurer and Secretary which
1175 may be filled by Implementation Board Members, Authority employees or a Party's employee on
1176 loan to the Authority. In all cases the Chairperson and the Treasurer may not be the same person,
1177 and the Chairperson and the Vice Chairperson may not be the same person. The term of any
1178 officer shall expire one year after the officer is elected, or at such time as such officer's
1179 membership on the Implementation Board ceases or terminates, whichever is sooner. The
1180 Implementation Board may, under this Agreement, adopt Bylaws providing for additional
1181 officers, and, to the extent not inconsistent with this Agreement, may adopt Bylaws governing
1182 the offices and tenure of officers; the number of positions, powers and duties, and term of each
1183 office; the manner of appointment, selection, or election of office holders and the appointing,
1184 selecting, or electing authority; performance of duties of the office upon illness, death, incapacity,
1185 or absence of the officer; the filling of vacancies; and any qualification for the office and
1186 conditions upon exercising its powers. Nothing prevents the Implementation Board from
1187 appointing Co-Chairpersons, or combining the offices of Chairperson and Vice Chairperson into
1188 co-chairs.

1189
1190 **Section 2. Duties of Officers.**
1191

1192 Subject to the control of the Implementation Board, the Chairperson shall have general
1193 supervision, direction and control of the business and affairs of the Authority. On matters decided
1194 by the Authority, the signature of the Chairperson alone is sufficient to bind the corporation. The
1195 Vice-Chairperson shall perform the duties of the Chairperson without further authorization in the
1196 event the Chairperson is unable to perform the duties of the office due to absence, illness, death,
1197 or other incapacity, and shall discharge such other duties as pertain to the office as prescribed by
1198 the Implementation Board. To the extent not provided herein, the officers of the Authority shall
1199 have the duties as set forth in the Bylaws.

1200
1201 **Section 3. Incapacity of Officers.**
1202

1203 If the Treasurer or the Chairperson is incapacitated, another officer as provided for in the Bylaws
1204 shall be authorized to perform such duties without further authorization. The Treasurer is not
1205 authorized to perform the duties of the Chairperson, nor is the Chairperson authorized to perform
1206 the duties of the Treasurer.

1207
1208 **Section 4. Advisory Committee; Committees.**
1209

1210 The Implementation Board shall recognize a Continuum of Care Board created pursuant to 24
1211 CFR Part 578 or its successor regulation to act as its Advisory Committee and serve the

1212 Implementation Board by providing a broad array of perspectives, if such Continuum of Care
1213 Board takes action to serve as the Implementation Board's Advisory Committee. Members of the
1214 Advisory Committee shall be appointed by the Implementation Board. In the event that an
1215 existing Continuum of Care Board takes action to serve as the Authority's Advisory Committee,
1216 the Implementation Board may confirm any or all of the members of the Continuum of Care
1217 Board as members of the Advisory Committee, or may appoint new members to the Advisory
1218 Committee as set forth in the Bylaws or policies approved by the Implementation Board. The
1219 Advisory Committee shall be comprised of individuals with experience related to preventing and
1220 ending homelessness, including but not limited to: persons currently experiencing homelessness,
1221 populations disproportionately impacted by homelessness, Homelessness Services Providers,
1222 business, healthcare, labor and/or workforce, homeless housing and services, behavioral health
1223 services, criminal justice system, child welfare and data evaluation.
1224

1225 The Implementation Board may create additional committees and appoint individuals to such
1226 committees as set forth in the Bylaws or policies approved by the Implementation Board.
1227

1228 **Section 5. Chief Executive Officer.**
1229

1230 a. (i) Until the Governing Committee has approved an organizational structure and
1231 staffing plan, the Authority shall be staffed by employees from the Parties on loan to the
1232 Authority. Subject to any applicable collective bargaining agreement, the Chief Executive
1233 Officer may be responsible for supervising staff on loan from the Parties.
1234

1235 For inclusion among the Goals, Policies, and Plans to be recommended by the
1236 Implementation Board for Governing Committee approval, the Chief Executive Officer
1237 shall develop and propose a staffing plan for the Authority. The Chief Executive Officer
1238 shall within sixty days from his or her date of employment develop, in consultation with
1239 the Implementation Board, and propose an initial staffing plan for the Authority. The Chief
1240 Executive Officer may develop and propose subsequent updates to the staffing plan, also
1241 for inclusion among the Goals, Policies, and Plans to be recommended by the
1242 Implementation Board for Governing Committee approval.
1243

1244 In developing the staffing plan, the Chief Executive Officer shall recognize the significance
1245 of labor rights as well as existing collective bargaining agreements. The Chief Executive
1246 Officer shall also consider in developing the staffing plan the compensation and working
1247 conditions of the Parties' existing employees "on loan" to the Authority.
1248

1249 The staffing plan shall describe for each of the Authority's major bodies of work whether
1250 the body of work shall be accomplished by staff of the Authority, by agreement with one
1251 of the parties, by "loaned staff" of the parties under the operational control of the Authority,
1252 by contracted third party, or by a combination of those options.
1253

1254 For each major body of work that the Chief Executive Officer proposes full or partial
1255 accomplishment by staff of the authority or "loaned" staff of the parties, the staffing plan
1256 shall specify the number of full or partial full time-equivalent positions required for that
1257 major body of work. For each major body of work, the staffing plan shall articulate the

1258 Chief Executive Officer's rationale for how the staffing plan supports the Authority's
1259 ability to accomplish its mission while promoting administrative and cost efficiency.
1260

1261 In addition to other major bodies of work that the Chief Executive Officer includes in the
1262 staffing plan, the staffing plan shall contain as major bodies of work support services that
1263 include procurement, legal support, human resources, information technology support,
1264 payroll, accounts payable and accounts receivable services, and facilities management.
1265 The staffing plan shall assess the benefits of and provide options for using support services
1266 provided by one or both of the Parties.
1267

1268 (ii) The Chief Executive Officer shall assign staff as necessary to ensure
1269 coordination and collaboration with homelessness crisis response partners and
1270 activities and adjacent systems whose work intersects with homelessness. The
1271 Chief Executive Officer shall assign at least one staff member to act as a liaison
1272 to ensure coordination and collaboration with homelessness crisis response
1273 partners and activities and adjacent systems whose work intersects with
1274 homelessness, including coordination with appropriate Seattle and King County
1275 agencies.
1276

1277 (iii) The Chief Executive Officer shall actively and continuously consider
1278 and evaluate all means and opportunities toward the enhancement of operational
1279 effectiveness of Homeless Services so as to maximize the effectiveness and
1280 efficiency of the system. Such recommendation shall be presented by the Chief
1281 Executive Officer to the Implementation Board from time to time and if any
1282 recommendation would require a change or deviation from established policy
1283 adopted by the Governing Committee, such policy change or deviation shall
1284 require approval by the Governing Committee before the recommendation may be
1285 implemented.
1286

1287 **b.** The Implementation Board shall recommend the Chief Executive Officer to the
1288 Governing Committee for confirmation following a recruitment process conducted jointly
1289 by the Implementation Board and the Governing Committee. The Chief Executive Officer
1290 shall be responsible to the Implementation Board for the effective operations of the
1291 Authority. The following may be delegated to the Chief Executive Officer: (1) the
1292 authority sign documents and contracts on behalf of the Authority; and (2) such other
1293 duties as delegated or assigned by the Implementation Board.
1294

1295 **c.** At the request of the Governing Committee or on at least a quarterly basis, the
1296 Chief Executive Officer shall provide a written report to the Governing Committee and
1297 seek input from the Governing Committee on the performance of the Authority, to include
1298 an evaluation of the implementation of the Five-Year Plan or successor planning
1299 document, as well as reporting on other performance metrics that may be adopted by the
1300 Authority.
1301

1302 **d.** The Chief Executive Officer shall annually present an overview of the
1303 Authority's proposed annual budget, an update on how the Authority is performing
1304 against performance metrics approved by the Governing Committee to the (1) Seattle City

1305 Council or a committee thereof, as determined by the Seattle City Council; and (2) King
1306 County Council or a committee thereof, as determined by the County Council and to the
1307 Regional Policy Committee, at the discretion of that regional committee. The date of such
1308 annual presentations shall be determined at the discretion of the Parties.
1309
1310
1311

1312 **Section 6. Office of the Ombuds.**
1313

1314 The Implementation Board shall cause the Authority to either (a) contract with either Party to
1315 provide ombuds services consistent with the requirements of this Section 6; or (b) create an office
1316 of the Ombuds (“Office of the Ombuds”) to promote Customer, employee and public confidence
1317 in the Authority’s ability to effectively, efficiently and equitably serve people experiencing
1318 homelessness. The Office of the Ombuds shall gather Customer feedback to improve the
1319 Authority’s operations and outcomes; ensure ease of contact for Customers and provide
1320 appropriate resources to resolve their concerns; implement strategies to collect, investigate, and
1321 respond to complaints and concerns about the delivery of services, policies, program
1322 administration, or other activities overseen or funded by the Authority; receive complaints from
1323 employees and Contract Holders; develop methods to respond to complaints or concerns in an
1324 equitable, impartial, and efficient manner; and be authorized to investigate complaints and issue
1325 findings, collect and analyze aggregate complaints data, and partner with Authority leadership,
1326 the Implementation Board, employees and Customers to design and recommend improvements
1327 in services, funding or oversight. The Office of the Ombuds shall report directly and
1328 independently to the Implementation Board on trends in Customer and employee feedback and
1329 activities undertaken in response to that feedback no less than twice per year.
1330

1331
1332 **ARTICLE X**

1333
1334 **MEETINGS OF THE AUTHORITY**
1335

1336 **Section 1. Time and Place of Meetings.**
1337

1338 **a. Meetings of the Governing Committee.** Regular meetings of the
1339 Governing Committee shall be held at least four times per year at a regular time and place
1340 to be determined by the Governing Committee by resolution. No later than the last regular
1341 meeting of the calendar year, the Governing Committee shall adopt a resolution specifying
1342 the date, time and place of regular meetings for the upcoming calendar year. A copy of
1343 the resolution shall be distributed in the same manner as notice of special meetings is
1344 provided pursuant to Section 3 of this Article X. At any regular meeting of the Governing
1345 Committee, any business may be transacted and the Governing Committee may exercise
1346 all of its powers. Special meetings of the Governing Committee may be held from time
1347 to time in accordance with chapter 42.30 RCW (the “Open Public Meetings Act”).
1348

1349 **b. Meetings of the Implementation Board.** Regular meetings of the
1350 Implementation Board shall be held at least six times per year at a regular time and place

1351 to be determined by the Implementation Board by resolution. No later than the last regular
1352 meeting of the calendar year, the Implementation Board shall adopt a resolution
1353 specifying the date, time and place of regular meetings for the upcoming calendar year.
1354 A copy of the resolution shall be distributed in the same manner as notice of special
1355 meetings is provided pursuant to Section 3 of this Article X. At any regular meeting of
1356 the Implementation Board, any business may be transacted and the Implementation Board
1357 may exercise all of its powers. Special meetings of the Implementation Board may be
1358 held from time to time in accordance with chapter 42.30 RCW (the "Open Public
1359 Meetings Act").

1360
1361 **Section 2. Notice of Regular Meetings.**
1362

1363 At the beginning of each calendar year, the Authority shall post on its website the time and place
1364 of regular meetings of the Governing Committee and the Implementation Board for that calendar
1365 year. As the Advisory Committee meeting schedule is established, the Authority shall post on its
1366 website those meeting times and places. In addition, the Authority shall provide reasonable notice
1367 of such meetings to any individual specifically requesting it in writing. If a regular meeting
1368 schedule is to be changed by resolution, a copy of the resolution shall be distributed in the same
1369 manner as notice of special meetings is provided pursuant to Section 3 of this Article X and the
1370 change posted on the Authority's website.

1371
1372 **Section 3. Notice of Special Meetings.**
1373

1374 Except as provided in Sections 10 and 11 of this Article X, notice of all special meetings of the
1375 Governing Committee and/or the Implementation Board shall be given by the chairperson of the
1376 respective body or by the person or persons calling the special meeting in accordance with
1377 RCW 42.30.080 by delivering personally, by electronic mail or by mail written notice at least 24
1378 hours prior to the time of the meeting to each applicable Member, to each local newspaper of
1379 general circulation and to each radio or television station that has requested notice and to any
1380 other individual specifically requesting it in writing, and posted on the Authority's website. The
1381 call and notice of all special meetings shall specify the time and place of all special meetings and
1382 the business to be transacted. Notice of special meetings of the Advisory Committee shall comply
1383 with 24 CFR 578.

1384
1385 **Section 4. Waiver of Notice.**
1386

1387 Notice as provided herein may be dispensed with as to any Governing Committee Member or
1388 Implementation Board Member, as applicable, who at or prior to the time the meeting convenes
1389 files with the Authority a written waiver of notice or who is actually present at the meeting at the
1390 time it convenes. Such notice may also be dispensed with as to special meetings called to deal
1391 with an emergency involving injury or damage to persons or property or the likelihood of such
1392 injury or damage, where time requirements of such notice would make notice impractical and
1393 increase the likelihood of such injury or damage.
1394

1395 **Section 5. Agendas.**

1396

1397 In accordance with chapter 42.30 RCW (the “Open Public Meetings Act”) for the Governing
1398 Committee, and the Implementation Board, and in accordance with 24 CFR 578 for the Advisory
1399 Committee, at least 24 hours before any regular or special meetings, the agenda for that meeting
1400 shall be posted and also be emailed or otherwise provided to the Seattle Council Clerk and to the
1401 County Council Clerk.

1402

1403 **Section 6. Open Public Meetings.**

1404

1405 All meetings of the Implementation Board and the Governing Committee shall be open to the
1406 public if and to the extent required by chapter 42.30 RCW (the “Open Public Meetings Act”).
1407 The Implementation Board and the Governing Committee may hold executive sessions to
1408 consider matters enumerated in chapter 42.30 RCW (the “Open Public Meetings Act) or as
1409 otherwise authorized by law. The meetings of the Advisory Committee shall be open to the
1410 public, except that the Advisory Committee may hold executive sessions as it deems necessary.

1411

1412 **Section 7. Telephonic Participation**

1413

1414 Implementation Board and the Governing Committee Members may participate in a regular or
1415 special meeting of the applicable body through the use of any means of communication by which
1416 all attending Members and members of the public participating in such meeting can hear each
1417 other during the meeting. Any Member participating in a meeting by such means is deemed to
1418 be present in person at the meeting for all purposes including, but not limited to, establishing a
1419 quorum.

1420

1421 **Section 8. Parliamentary Authority.**

1422

1423 The rules in the current edition of Robert’s Rules of Order Newly Revised, 11th Edition, shall
1424 govern the Authority in all cases to which they are applicable, where they are not inconsistent
1425 with this Agreement or with the special rules of order of the Bylaws of the respective body.

1426

1427 **Section 9. Minutes.**

1428

1429 Copies of the minutes of all regular or special meetings of the Implementation Board and the
1430 Governing Committee shall be available to any person or organization that requests them. The
1431 minutes of all Implementation Board and the Governing Committee meetings shall include a
1432 record of individual votes on all matters requiring Implementation Board and the Governing
1433 Committee approval.

1434

1435 **Section 10. First Meeting of the Governing Committee.**

1436

1437 The Seattle Mayor and the County Executive shall jointly notice the first meeting of the
1438 Governing Committee as a special meeting and jointly prepare an agenda. This first meeting

1439 shall occur within 90 days of the Effective Date or when all members of the Governing Committee
1440 have been selected in accordance with Section 1 of Article VIII, whichever is first.

1441

1442 **Section 11. First Meeting of the Implementation Board.**

1443

1444 The chair of the Governing Committee shall notice the first meeting of the Implementation Board
1445 as a special meeting and prepare an agenda. This first meeting shall occur within 60 days of the
1446 last appointment/confirmation of a Member to Implementation Board in accordance with Section
1447 1.b.(ii) of Article VIII.

1448

1449

1450 **ARTICLE XI**

1451

1452 **MISCELLANEOUS**

1453

1454

1454 **Section 1. Geographic Limitation.**

1455 The Authority may conduct activities outside of the County, subject, however, to a contract with
1456 a Subscribing Agency.

1457 **Section 2. Safeguarding of Funds.**

1458

1459 Authority funds shall be deposited in a qualified public depository as required by law. The
1460 Authority shall establish a special fund with the County treasurer to be designated the "Operating
1461 fund of the King County Regional Homelessness Authority. The County shall act as the fiscal
1462 agent and Treasurer of the Authority with the authority to hold and invest funds on the Authority's
1463 behalf and make payments for approved expenditures.

1464

1465 **Section 3. Public Records.**

1466

1467 The Authority shall maintain all of its records in a manner consistent with the Preservation and
1468 Destruction of Public Records Act, chapter 40.14 RCW. The public shall have access to records
1469 and information of the Authority to the extent as may be required by applicable laws. All costs
1470 associated with complying with the Public Records Act, chapter 42.56 RCW, shall be borne by
1471 the Authority.

1472

1473 **Section 4. Reports and Information; Audits.**

1474

1475 Within nine (9) months after the end of the Authority's fiscal year, the Authority shall file an
1476 annual report with the Finance Directors of the County and Seattle containing an audited
1477 statement of assets and liabilities, income and expenditures and changes in the Authority's
1478 financial position during the previous year (or unaudited information if an audit is not yet
1479 available, to be promptly followed by audited information); a summary of significant
1480 accomplishments; a list of depositories used; a projected operating budget (which may be an
1481 annual budget, a biennial budget or other form as authorized by State law); a summary of projects

1482 and activities to be undertaken during the budget period; and a list of members and officers of the
1483 Implementation Board.

1484

1485 The Authority shall be subject to annual audit by the State Auditor, and by Seattle and the County
1486 at the option of each. The Authority shall, at any time during normal business hours make
1487 available to the County Executive, the County Council, the Seattle Mayor, the Seattle City
1488 Council, and the State Auditor for examination all of the Authority's financial records.

1489

1490 **Section 5. Performance Audit.**

1491

1492 The County and Seattle will cause a performance audit to be conducted and completed by a
1493 consulting firm selected by the County and Seattle no later than six years after the Governing
1494 Committee confirms the initial Five-Year Plan. The performance audit report shall be transmitted
1495 to the clerks of both the King County Council and the Seattle City Council.

1496

1497 **Section 6. Amendments to Agreement.** No additions to or alterations of the terms of this
1498 Agreement shall be valid unless made in writing, approved by the legislative authorities of each
1499 Party and executed by duly authorized agents of each Party.

1500

1501 **Section 7. Nondiscrimination.**

1502

1503 The Authority, its employees, agents, Contract Holders, and subcontractors, if any, shall at all
1504 times comply with any and all federal, state or local laws, ordinances, rules or regulations with
1505 respect to non-discrimination and equal employment opportunity, which may at any time be
1506 applicable to Seattle by law, contract or otherwise, including but not limited to all such
1507 requirements which may apply in connection with employment or the provision of services to the
1508 public.

1509

1510 Specifically, except as allowed by law, the following matters or activities shall not be directly or
1511 indirectly based upon or limited by age, sex, marital status, sexual orientation, race, creed, color,
1512 national origin, religion, pregnancy, gender, gender identity or expression, genetic information,
1513 domestic violence victimization, veteran or military status, or the presence of any sensory, mental,
1514 or physical disability or the use of a trained service animal by a person with a disability:

1515

- 1516 a. Membership on the Implementation Board;
- 1517 b. Employment, including solicitation or advertisements for employees; and
- 1518 c. Provisions of services to and contracts with the public.

1519

1520 **Section 8. Labor Disputes.**

1521

1522 Because labor disputes can lead to work stoppages or adversely impact the ability of the Authority
1523 to achieve desired outcomes, Seattle and the County have agreed and acknowledged in this
1524 Agreement that they have an interest in ensuring that the Authority's operations and progress are
1525 not interrupted or interfered with by work stoppages or other labor disputes. Accordingly, Seattle
1526 and the County have agreed, which is hereby confirmed in this Agreement, that the Authority and
1527 entities that contract with the Authority are required to adhere to labor laws, commit to promoting

1528 labor harmony, and take reasonable measures to avoid any work stoppages or labor disputes in
1529 their operations.

1530

1531 **Section 9. Inventory and Property.**

1532

1533 Property, equipment and furnishings for the operations of the Authority shall be acquired by
1534 Authority as provided by law. If any Party furnishes property, equipment or furnishings for the
1535 Authority's use, title to the same shall remain with the respective Party unless that property,
1536 equipment or furnishings are acquired by the Authority.

1537

1538 **Section 10. Interlocal Cooperation Act.**

1539

1540 a. This Agreement is intended to create a separate governmental administrative entity
1541 within the meaning of RCW 39.34.030(3) and not a "joint board" within the meaning of
1542 RCW 39.34.030(4)(a).

1543

1544 b. Each Party will file or post this Agreement as required by RCW 39.34.040.

1545

1546 **Section 11. Notice to the Parties.**

1547

1548 Any formal notice or communication to be given among the Parties to this Agreement shall
1549 be deemed properly given, if delivered either in physical or electronic means, or if mailed postage
1550 prepaid and addressed to:

1551

King County

1552

Attn: Leo Flor, Director, Department of Community and Human Services

1553

401 Fifth Avenue, Suite 400

1554

Mailstop CNK-HS-0400

1555

Seattle, Washington 98104

1556

1557

City of Seattle

1558

Attn: Jason Johnson, Acting Director, Human Services Department

1559

700 Fifth Ave., Suite 5800

1560

Seattle, Washington 98104

1561

1562 **Section 12. Additional Provisions.**

1563

1564 a. **Integration.** This Agreement contains all of the terms and conditions agreed upon
1565 by the Parties hereto concerning the establishment of the Authority. No other understandings, oral
1566 or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind
1567 any of the Parties hereto. The Parties have read and understand all of this Agreement, and now
1568 state that no representation, promise, or agreement not expressed in this Agreement has been made
1569 to induce the officials of the Parties hereto to execute this Agreement.

1570

1571 **b. Severability.** In the event any provision of this Agreement shall be declared by a
1572 court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and
1573 enforceability of the remaining provisions shall not, in any way, be effected or impaired thereby.
1574

1575 **c. Indemnification among the Parties Hereto.** To the maximum extent permitted
1576 by law, each party hereto shall indemnify and hold harmless the other Parties and its or their agents,
1577 employees, and/or officers, from any and all costs, claims, judgments, or awards of damages
1578 arising out of the negligent acts or omissions of such indemnifying party, its officers, employees
1579 or agents and shall process and defend at its own expense any and all claims, demands, suits, at
1580 law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought
1581 against the other Parties arising out of, in connection with, or incident to this Agreement and the
1582 indemnifying party's negligent performance or failure to perform any aspect of this Agreement. In
1583 the event of any such liability arises from the concurrent negligence of the indemnifying party and
1584 another party, the indemnity obligation of this section shall apply only to the extent of the
1585 negligence of the indemnifying party and its actors.
1586

1587 The foregoing provisions specifically and expressly intend to constitute a waiver of each
1588 party's immunity under industrial insurance, Title 51 RCW, as respects the other party only, and
1589 only to the extent necessary to provide the indemnified party with a full and complete indemnity
1590 of claims made by the indemnitor's employees. This waiver has been mutually negotiated.
1591

1592 **d. No Third Party Beneficiary Rights.** The provisions of this Agreement are for the
1593 sole benefit of the Parties, and they will not be construed as conferring any rights to any third party
1594 (including any third party beneficiary rights).
1595

1596 **e. Counterparts.** This Agreement may be executed in any number of counterparts,
1597 each of whom shall be an original, but those counterparts will constitute one and the same
1598 instrument.
1599

1600 This Agreement is APPROVED this 18 day of December, 2019.

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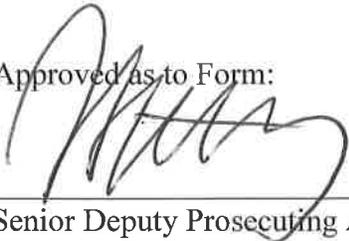
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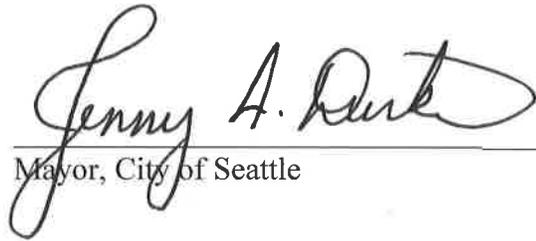
Approved as to Form:



Senior Deputy Prosecuting Attorney



County Executive, King County



Mayor, City of Seattle

ATTEST:

City Clerk