

**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 12, 2019**

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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.

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.

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").

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### ARTICLE III

#### DURATION OF AUTHORITY

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

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

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

### ARTICLE IV

#### PURPOSE, MISSION AND GUIDING PRINCIPLES OF THE AUTHORITY

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

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

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

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

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



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

291 (i) include a theory of change;

292

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

295

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

298

299 c. Develop processes for procurement of services addressing homelessness.

300

301 d. Develop form contracts with Homelessness Service Providers with consistent  
302 terms, conditions and performance evaluation criteria.

303

304 e. Develop consistent standards for the comprehensive data collection, monitoring,  
305 and evaluation of systems and program performance.

306

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

311

312

313 **ARTICLE V**

314 **POWERS OF AUTHORITY**

315  
316  
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 **a.** Own, lease, acquire, dispose of, exchange and sell real and personal property;
- 323  
324 **b.** Contract for any Authority purpose with individuals, associations and  
325 corporations, municipal corporations, the County, Seattle, any city other than Seattle, any  
326 Additional Party, any agency of the State or its political subdivisions, and the State, any  
327 Indian Tribe, and the United States or any agency or department thereof;
- 328  
329 **c.** Provide for, carry out, and implement the provisions of this Agreement;
- 330  
331 **d.** Sue and be sued in its name;
- 332  
333 **e.** Lend its monies, property, credit or services, or borrow money;
- 334  
335 **f.** Do anything a natural person may do;
- 336  
337 **g.** Perform and undertake all manner and type of community services and activities  
338 in furtherance of the carrying out of the purposes or objectives of any program or project  
339 heretofore or hereafter funded in whole or in part with funds received from the United  
340 States, state, county, or other political entity, or any agency or department thereof, or any  
341 other program or project, whether or not funded with such funds, which the Authority is  
342 authorized to undertake by Federal or Washington State law, County or Seattle ordinance,  
343 County motion or Seattle resolution, by agreement with the County, Seattle, or as may  
344 otherwise be authorized by the County or Seattle;
- 345  
346 **h.** Transfer any funds, real or personal property, property interests, or services, with  
347 or without consideration;
- 348  
349 **i.** Receive and administer governmental or private property, funds, goods, or  
350 services for any lawful public purpose;
- 351  
352 **j.** Purchase, acquire, lease, exchange, mortgage, encumber, improve, use, manage,  
353 or otherwise transfer or grant security interests in real or personal property or any interests  
354 therein; grant or acquire options on real and personal property; and contract regarding the  
355 income or receipts from real property;
- 356  
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  
403  
404 **Section 1. Limits on Authority Powers.** The Authority in all activities and transactions  
405 shall be limited in the following respects:

- 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

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**

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;

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.

1031

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.

1165

1166 **ARTICLE IX**

1167 **OFFICERS OF AUTHORITY; STAFFING**

1168

1169

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 **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 \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

1601

1602

1603

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1607

\_\_\_\_\_  
County Executive, King County

1608

1609 ATTEST:

1610

1611

1612

\_\_\_\_\_  
[County Prosecuting Attorney]

1613

1614

1615

1616

1617 RECEIPT ACKNOWLEDGED BY:

1618

1619

1620

1621

\_\_\_\_\_  
Mayor, City of Seattle

1622

1623

1624

1625

1626 ATTEST:

1627

1628

1629

\_\_\_\_\_  
City Clerk

1630