

**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 6, 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 be aligned with the guiding principles in Article IV,
86 Section 3, incorporate principles of equity and social justice and shall identify strategies to reduce
87 homelessness in at least the following populations: youth and young adults, families, veterans,
88 single adults, seniors, and those experiencing acute behavioral health 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 evidence-based approaches, best practices and quantitative and qualitative
248 data in the development of policies, programs, and funding decisions. It shall collect and analyze
249 a broad array of data reflecting the performance and impact of its funded programs. The Authority
250 shall collect and analyze data that enables tailored approaches for communities disproportionately
251 impacted by the experience of homelessness and different sub-regions within King County. The
252 Authority shall establish community-informed indicators, performance measures, and outcomes
253 that draw on both 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**

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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
402 **LIMITS ON AUTHORITY POWERS**

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 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, provided that funds are expended consistent with the Authority’s guiding
631 principles found in Article IV, Section 3.

632
633 **ARTICLE VIII**

634
635 **ORGANIZATION OF AUTHORITY**

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

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

- 646 (i) the County Executive and two (2) members of the King County
647 Council. One (1) of the two (2) Councilmembers shall represent a district that is
648 in whole or in part located in Seattle and one (1) shall represent a district outside
649 of Seattle;
- 650 (ii) the Seattle Mayor and two (2) members of the Seattle City Council;
- 651 (iii) three (3) members shall be elected officials from cities or towns
652 other than Seattle; and
- 653 (iv) three (3) members representing individuals with Lived Experience,
654 which members shall be selected by the Advisory Committee, or, if the Advisory
655 Committee has not yet been established, the Continuum of Care Board created
656 pursuant to 24 CFR Part 578 or successor regulation, which shall consider
657 recommendations from the Coalition of Lived Experience or other groups
658 representing individuals with Lived Experience. The Advisory Committee shall
659 prioritize appointing individuals with personal Lived Experience. At least one of
660 the three (3) Members shall represent individuals with Lived Experience in areas
661 outside Seattle.

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

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

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

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

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

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

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

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

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

706
707 (6) Confirm the Chief Executive Officer;

708
709 (7) Approve the annual budget recommended by the
710 Implementation Board in a timeframe that aligns with the Parties' respective
711 budget processes, and which is consistent with the Five-Year Plan or successor
712 planning document;

- 713
714 (8) Approve performance metrics;
715
716 (9) Approve Goals, Policies, and Plans without amendment;
717 and
718
719 (10) Change the name of the Authority.
720

721 (ii) The following actions shall require an affirmative vote of eight (8)
722 members of the Governing Committee:

- 723
724 (1) Amend Goals, Policies, and Plans;
725
726 (2) Amend the annual budget recommended by the
727 Implementation Board; and
728
729 (3) Remove the Chief Executive Officer.
730

731
732 **c. Organization.** Members of the Governing Committee shall elect a chair
733 from among its Members, who shall serve a two-year term; provided however, that
734 nothing prevents the Governing Committee from appointing co-chairs.
735

736 **d. Quorum.** At all meetings of the Governing Committee, a quorum of the
737 Governing Committee must be present in order to do business on any issue. A quorum
738 shall be defined as nine (9) Governing Committee Members selected pursuant to Section
739 1.f of this Article VIII.
740

741 **e. Annual Performance Report.** The Governing Committee shall annually
742 receive an annual performance report prepared by the Authority with input from the
743 Implementation Board.
744

745 **f. Term.** The terms of the Seattle Mayor and the County Executive shall be
746 co-terminus with their respective offices. The County Council and Seattle City Council
747 shall determine which of its respective members shall serve on the Governing Committee
748 and such Members shall serve until replaced or until no longer a member of their respective
749 Council. The Governing Committee Members that are city elected officials from outside
750 Seattle are appointed by the SCA and shall serve until replaced or until no longer eligible
751 for appointment. The Governing Committee Members representing individuals with Lived
752 Experience shall serve until replaced by the Advisory Committee.
753

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

759
760 Forfeiting a Governing Committee Member position pursuant to this Section 1.g. of
761 Article VIII shall be effective immediately unless otherwise provided in the resolution.
762 Any successor shall be selected in the same manner as the appointment for the forfeited
763 Governing Committee Member position.
764

765 **Section 2. Implementation Board.** The operations and management of all Authority
766 affairs shall reside in an Implementation Board. The Implementation Board of the Authority shall
767 be composed of thirteen members. The composition of the Implementation Board shall strive to
768 reflect the racial and ethnic makeup of King County residents overall to ensure the inclusion of
769 members of racial and ethnic groups disproportionately experiencing homelessness.

770 **a. Board Member Characteristics.** Implementation Board Members shall
771 be appointed so that the Implementation Board as a whole satisfies the representational
772 standards set forth in this Section 2.a of Article VIII.
773

774 The Implementation Board shall be comprised of individuals who have connections to or
775 experience with a broad range of stakeholders and communities, including but not limited
776 to: the local business community; neighborhood and community associations;
777 faith/religious groups; and the philanthropic community. A majority of the members of
778 the Implementation Board shall be persons whose combination of identity, personal
779 experience, or professional expertise enables them to credibly represent the perspectives
780 of, and be accountable to, Marginalized Demographic Populations that are statistically
781 disproportionately represented among people experiencing homelessness in King County.
782 The Implementation Board members shall strive to reflect a diversity of geographies in
783 King County.
784

785 The Implementation Board shall neither include elected officials nor employees of Seattle,
786 the County or the Authority, nor employees, officials, agents or representatives of current
787 Contract Holders or any entity that is likely to directly benefit from the actions of the
788 Authority (except as set forth in Section 4 of this Article VIII).
789

790 **b. Board Member Expertise and Skills.** All Implementation Board
791 Members shall possess substantial and demonstrable expertise, experience and/or skill in
792 one or more of the areas specified in this Section 2.b of Article VIII. Individual members
793 shall be appointed so that each skill and expertise specified in this Section 2.b of Article
794 VIII is represented on the fully seated Implementation Board.
795

796 (i) implementation of policies and practices that promote racial-ethnic
797 equity within an organization of similar size or responsibility to the Authority;
798

799 (ii) fiscal oversight of entities with budgets of similar size to the
800 Authority;
801

802 (iii) direction or oversight of business operations and/or strategy of a
803 large public or private entity or organization;
804

- 805 (iv) affordable housing finance and/or development;
- 806
- 807 (v) physical and/or behavioral health care;
- 808
- 809 (vi) labor unions and workforce;
- 810
- 811 (vii) Federal continuum of care program governance and operations and
- 812 the ability to represent the perspectives of continuum of care membership;
- 813
- 814 (viii) provision of services for persons experiencing homelessness or
- 815 related social services with an emphasis on serving populations that are
- 816 disproportionately represented amongst those experiencing homelessness;
- 817
- 818 (ix) academic research on topics related to homelessness and/or data-
- 819 based performance evaluation;
- 820
- 821 (x) criminal justice;
- 822
- 823 (xi) provision of child welfare services;
- 824
- 825 (xii) provision of youth services; and
- 826
- 827 (xiii) other characteristics determined to be necessary by the
- 828 Implementation Board to carry out the purposes of the Authority.
- 829

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

837

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

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

- 845
- 846 (iii) two (2) Members of the Implementation Board shall be appointed
- 847 by the County Executive, one to serve a three-year term and one to serve a four-
- 848 year term;
- 849

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

853
854 (v) two (2) Members of the Implementation Board shall be appointed
855 by the Sound Cities Association, one to serve a four-year term and one to serve a
856 five-year term; and

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

870
871 It is the intent of the Parties that selection of individuals to serve as Implementation
872 Board Members occur expeditiously so that the first meeting of the Implementation
873 Board may occur within 60 days of the Governing Committee taking action to confirm
874 the initial Implementation Board Members.

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

883
884 **e. Tenure of Implementation Board Members.** Implementation Board
885 Members shall continue in office until a successor is appointed and confirmed as provided
886 herein. Successors shall serve four-year terms (or such shorter period, if appointed after
887 the expiration of a term, so as to ensure the continuation of staggered Implementation
888 Board terms). Implementation Board Members may serve no more than two successive
889 complete terms.

890
891 **f. Consecutive Absences.** Any Implementation Board Member who is
892 absent for three consecutive regular meetings without excuse may, by resolution duly
893 adopted by a majority vote of the then Implementation Board Members, and such action
894 is concurred with by a majority of the Governing Committee, be deemed to have forfeited

895 his or her position as Implementation Board Member and that Member's position shall be
896 vacant.

897
898 Forfeiting an Implementation Board Member position pursuant to this Section 2.f. of
899 Article VIII shall be effective immediately unless otherwise provided in the resolution.
900 Any successor shall be selected in the same manner as the appointment for the forfeited
901 Implementation Board Member position and any successor shall hold office for the
902 unexpired term.

903
904 **g. Removal of Implementation Board Members.** If it is determined by at
905 least a majority of the Implementation Board that an Implementation Board Member
906 should be removed with or without cause and such action is concurred in by a majority of
907 the Governing Committee, the Governing Committee may by resolution remove such
908 Implementation Board Member and that Member's position shall be vacant.

909
910 Removal of Implementation Board Members pursuant to this Section 2.g. of Article VIII
911 shall be effective immediately unless otherwise provided in the resolution. Any successor
912 shall be selected in the same manner as the appointment for the removed Implementation
913 Board Member and any successor shall hold office for the unexpired term.

914
915 **h. Vacancy on Implementation Board.** A vacancy or vacancies on the
916 Implementation Board shall be deemed to exist in case of the death, disability or
917 resignation, or removal or forfeiture of membership as provided herein. Vacancies during
918 and at the expiration of the term of an Implementation Board Member shall be filled for
919 the unexpired term as soon as possible in the same manner as the appointment for the
920 Board Member position vacated.

921
922 **i. Duties of Implementation Board.** The Implementation Board shall be
923 responsible for the operations and management of the Authority and shall provide
924 strategic vision, community accountability and robust oversight for the Authority.

925
926 In addition to the powers and duties granted in other provisions of this Agreement, the
927 Implementation Board shall:

928
929 (i) Meet regularly as set forth in Section 1 of Article X of this
930 Agreement;

931
932 (ii) Develop and recommend Goals, Policies, and Plans to the
933 Governing Committee;

934
935 (iii) Adopt an annual performance report and transmit such report to the
936 Governing Committee and Parties annually;

937
938 (iv) Develop and recommend to the Governing Committee policies and
939 processes for competitive procurement of services, including but not limited to
940 policies for allocation of funding across program types and across cities, towns,

941 and unincorporated areas in King County that are consistent with the Five-Year
942 Plan or successor planning document;

943
944 (v) Develop and recommend a projected operating budget (which may
945 be an annual budget, a biennial budget or other form as authorized by State law)
946 that is consistent with the Five-Year Plan or successor planning document to be
947 proposed to the Governing Committee;

948
949 (vi) Develop and transmit to the Governing Committee an annual
950 funding allocation report, including but not limited to the sources and distribution
951 of funding across program types and across cities, towns and unincorporated areas
952 in King County;

953
954 (vii) Adopt an annual work plan which includes a summary of projects
955 and activities to be undertaken during the budget period;

956
957 (viii) Cause the Authority to implement the Goals, Policies, and Plans
958 approved by the Governing Committee, including through contracting for
959 services, contracting to provide Homeless Services, making funding awards and
960 doing all things necessary to oversee and carry out the implementation of the
961 Authority's programs;

962
963 (ix) Ensure that the initial Five-Year Plan shall formalize sub-regional
964 planning processes that are developed in consultation with the Governing
965 Committee, the Advisory Committee, and the SCA. Sub-Regional Planning
966 Activities will address factors, needs and resources unique to the respective
967 regions. Such Sub-Regional Planning Activities will form the basis of the
968 development of subsequent Five-Year Plans or successor planning documents,
969 which may be informed by the Regional Action Plan and will align with the
970 guiding principles outlined in Article IV, Section 3. Annual work plans shall
971 identify sub-regional goals and activities until such time as these are included in
972 an approved Five-Year Plan;

973
974 (x) Adopt policies and procedures for oversight of major expenditures
975 and other transactions, to include but not be limited to delegation of contracting
976 authority to the Chief Executive Officer and the minimum standards for
977 procurement of goods, services and property;

978
979 (xi) Conduct regular performance evaluation of the Chief Executive
980 Officer; and

981
982 (xii) Cause the Authority to carry out the duties in this Agreement.

983
984 **j. Actions Requiring Approval by Resolution.** A general or particular
985 authorization and concurrence of the Implementation Board by resolution shall be
986 necessary for any of the following transactions:

987
988 (i) Transfer or conveyance of an interest in real estate, except for lien
989 releases or satisfactions of a mortgage after payment has been received, or the
990 execution of a lease for a current term less than one (1) year;

991
992 (ii) To the extent permitted by State law, donation of money, property
993 or other assets belonging to the Authority;

994
995 (iii) Adoption of internal policies and procedures for oversight of major
996 expenditures and other transactions;

997
998 (iv) Recommendation to the Governing Committee of an annual budget
999 that is consistent with the Five-Year Plan or successor planning document;

1000
1001 (v) Recommendation to the Governing Committee of amendments to
1002 this Agreement;

1003
1004 (vi) Adoption and amendment of Bylaws for the Implementation
1005 Board;

1006
1007 (vii) Annual endorsement of a set of principles and priorities;

1008
1009 (viii) Recommendation to the Governing Committee of Goals, Policies,
1010 and Plans, including a Five-Year Plan;

1011
1012 (ix) Recommendation of a Chief Executive Officer to be confirmed by
1013 the Governing Committee, the recruitment of whom will be conducted jointly by
1014 the Implementation Board and the Governing Committee; and

1015
1016 (x) Such other transactions, duties, and responsibilities as this
1017 Agreement shall repose in the Implementation Board or require Implementation
1018 Board participation by resolution.

1019
1020 **k. Quorum of Implementation Board.** At all meetings of the
1021 Implementation Board, a quorum of the Implementation Board must be present in order
1022 to do business on any issue. A quorum shall be defined as a majority of the Board
1023 Members in number, excluding any Board Member who has given notice of withdrawal
1024 or whose position is vacant in accordance with the provisions of Section 2.h. of this Article
1025 VIII.

1026
1027 **l. Voting Requirements.** Each individual Implementation Board Member
1028 shall be a voting member and shall have one vote. All resolutions shall require an
1029 affirmative vote of a majority of the Implementation Board Members voting on the issue;
1030 provided, that such majority equals not less than one-third (1/3) of the Implementation
1031 Board's total voting membership.
1032

1033 A Board Member may not split his or her vote on an issue. No voting by proxies or mail-
1034 in ballot is allowed. Voting by a designated alternate pursuant to the terms of the Bylaws
1035 or policies of the Authority is not considered a vote by proxy.

1036
1037 Proposed amendments by the Implementation Board to this Agreement and the adoption
1038 and amendment of Bylaws shall require an affirmative vote of two-thirds (2/3) of the
1039 Members of the Implementation Board.

1040
1041 **m. Equity Decision Making.** The Authority shall advance equity and social
1042 justice in its processes, policies, and outcomes by proactively seeking to eliminate racial-
1043 ethnic disproportionalities in the population experiencing homelessness and to eliminate
1044 disparities in outcomes for people experiencing homelessness by addressing structural
1045 racism, ableism, homophobia, transphobia, misogyny and other sources of inequities. The
1046 Authority shall establish and operate under an equity-based decision-making framework
1047 to inform its policy, business process, and funding decisions. This equity-based decision-
1048 making framework shall provide for inclusion of Customers of the service system in
1049 decisions that will affect them; specify a framework for examining policy, business
1050 process, and funding decisions with an explicit equity and racial justice analysis; and shall
1051 establish processes to measure, evaluate, and respond to the impact of its decision-making
1052 on its goals of advancing equity. This framework shall be informed by people with Lived
1053 Experience and be approved by the Implementation Board of the Authority.

1054
1055 **Section 3. Right to Indemnification.**

1056
1057 Each person who was, or is threatened to be made a party to or is otherwise involved (including,
1058 without limitation, as a witness) in any actual or threatened action, suit, or proceeding, whether
1059 civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a
1060 Governing Committee Member, Implementation Board Member or employee of the Authority,
1061 whether the basis of such proceeding is alleged action in an official capacity as a director, trustee,
1062 officer, employee, or agent, or in any other capacity, shall be indemnified and held harmless by
1063 the Authority to the full extent permitted by applicable law as then in effect, against all expense,
1064 liability and loss (including attorneys' fees, judgments, fines and amounts to be paid in settlement)
1065 actually and reasonably incurred or suffered by such person in connection therewith, and such
1066 indemnification shall continue as to a person who has ceased to be in such position and shall inure
1067 to the benefit of his or her heirs, executors and administrators; provided, however, that except as
1068 provided in this Section 3 of Article VIII, with respect to proceedings seeking to enforce rights
1069 to indemnification, the Authority shall indemnify any such person seeking indemnification in
1070 connection with a proceeding (or part thereof) initiated by such person only if such proceeding
1071 (or part thereof) was authorized by the Implementation Board; provided, further, the right to
1072 indemnification conferred in this Section 3 of Article VIII shall be a contract right and shall
1073 include the right to be paid by the Authority the expenses incurred in defending any such
1074 proceeding in advance of its final disposition; provided, however, that the payment of such
1075 expenses in advance of the final disposition of a proceedings shall be made only upon delivery to
1076 the Authority of an undertaking, by or on behalf of such person, to repay all amounts so advanced
1077 if it shall ultimately be determined that such person is not entitled to be indemnified under this
1078 Section 3 of Article VIII or otherwise.

1079
1080 Provided, further, that the foregoing indemnity may not apply, at the discretion of the Authority,
1081 to any person from or on account of:

1082
1083 **a.** Acts or omissions of such person finally adjudged to be reckless
1084 misconduct, intentional misconduct or a knowing violation of law; or

1085
1086 **b.** Any transaction with respect to which it was finally adjudged that such
1087 person personally received a benefit in money, property, or services to which such person
1088 was not legally entitled.

1089
1090 If a claim under this Section 3 of Article VIII is not paid in full by the Authority within sixty (60)
1091 days after a written claim has been received by the Authority, except in the case of a claim for
1092 expenses incurred in defending a proceeding in advance of its final disposition, in which case the
1093 applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit
1094 against the Authority to recover the unpaid amount of the claim and, to the extent successful in
1095 whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such
1096 claim. The claimant shall be presumed to be entitled to indemnification under this Section 3 of
1097 Article VIII upon submission of a written claim (and, in an action brought to enforce a claim for
1098 expenses incurred in defending any proceeding in advance of its final disposition, where the
1099 required undertaking has been tendered to the Authority), and thereafter the Authority shall have
1100 the burden of proof to overcome the presumption that the claimant is so entitled. Neither the
1101 failure of the Authority (including the Implementation Board or independent legal counsel) to
1102 have made a determination prior to the commencement of such action that indemnification of or
1103 reimbursement or advancement of expenses to the claimant is proper nor a determination by the
1104 Authority (including its Implementation Board Members, Governing Committee Members or
1105 independent legal counsel) that the claimant is not entitled to indemnification or to the
1106 reimbursement or advancement of expenses shall be a defense to the action or create a
1107 presumption that the claimant is not so entitled.

1108
1109 The right of indemnification and the payment of expenses incurred in defending a proceeding in
1110 advance of its final disposition conferred in this Section 3 of Article VIII shall not be exclusive
1111 of any other right which any person may have or hereafter acquire under any statute, provision of
1112 this Agreement, Bylaws, any other agreement or otherwise.

1113
1114 The Authority shall maintain in full force and effect public liability insurance in an amount
1115 sufficient to cover potential claims for bodily injury, death or disability and for property damage,
1116 which may arise from or be related to projects and activities of the Authority and its
1117 Implementation Board Members, Governing Committee Members, staff and employees.

1118
1119 **Section 4. Conduct; Code of Ethics.**

1120
1121 Governing Committee Members, Implementation Board Members, members of the Advisory
1122 Committee or other committee and employees of the Authority shall conduct themselves in
1123 accordance with all applicable laws, including but not limited to, chapter 42.23 RCW (the “Code

1124 of Ethics for Municipal Officers”), chapter 42.30 RCW (the “Open Public Meetings Act”), and
1125 this Agreement and policies of the Authority.

1126
1127 All letters, memoranda and electronic communications or information (including email) that
1128 relate to conduct of the Authority or the performance of any Authority function may be public
1129 records subject to disclosure under chapter 42.56 RCW (the “Washington Public Records Act”).
1130 In the event that the Authority or any Governing Committee or Implementation Board Member
1131 or any member of the Advisory Committee or other committee receives a request for such records,
1132 the Governing Committee or Implementation Board Member or any member of the Advisory
1133 Committee or other committee shall immediately provide the request to the public records officer
1134 of the Authority, and assist the public records officer in responding to the request.

1135
1136 Governing Committee Members, Implementation Board Members, and members of the Advisory
1137 Committee or other committee shall respect the confidentiality requirements regarding personnel,
1138 real estate transactions, proprietary matters, and attorney-client privileged communications,
1139 including those requirements listed herein and any other confidential information that is gained
1140 through their positions with the Authority. The Authority, rather than any individual, is the holder
1141 of these privileges and protections and only the Authority may elect to waive any such privileges
1142 or protections.

1143
1144 Any Governing Committee Member, Implementation Board Member, member of the Advisory
1145 Committee or other committee or Authority employee who has an actual or potential interest, or
1146 whose immediate family member (spouse, partner, child, sibling, or parent) has an interest, in any
1147 matter before the Implementation Board that would tend to prejudice his or her actions shall so
1148 publicly indicate according to the policies and procedures of the Authority. In such case any such
1149 individual shall recuse and refrain from voting upon and any manner of participation with respect
1150 to the matter in question so as to avoid any actual or potential conflict of interest. This
1151 requirement shall be in addition to all requirements under the Code of Ethics for Municipal
1152 Officers.

1153
1154 Governing Committee and Implementation Board Members, members of the Advisory
1155 Committee or other committee and employees of the Authority shall each submit an annual
1156 disclosure statement that requires the disclosure of any ownership or property or
1157 employment/affiliation with any party contracting with the Authority or providing services with
1158 the Authority. Any Governing Committee Member, Implementation Board Member and member
1159 of the Advisory Committee or other committee with such ownership interest, employment or
1160 affiliation shall recuse him or herself from participating in discussions, deliberations, preliminary
1161 negotiations, and votes if such property or employment/affiliation is directly benefiting from such
1162 action.

1163
1164 Notwithstanding anything herein to the contrary, the prohibition on conflicts of interest shall not
1165 apply to or otherwise prohibit a Governing Committee or Implementation Board Member from
1166 serving on the respective Board or voting on matters if such Member receives generally the same
1167 interest or benefits as are being made available or provided to a group or class of low-income,
1168 homeless or formerly homeless persons intended to be the beneficiaries of the services provided
1169 by or through the Authority. To ensure a diversity of representation on the Implementation Board,

1170 the Advisory Committee or other committee, nothing herein shall prevent Implementation Board
1171 Members of such bodies for whom Implementation Board service on which may be a financial
1172 hardship from receiving a stipend consistent with the stipend policies of similarly situated public
1173 and nonprofit boards.

1174
1175 **ARTICLE IX**

1176
1177 **OFFICERS OF AUTHORITY; STAFFING**

1178
1179 **Section 1. Implementation Board Officers.**

1180
1181 The Implementation Board Members shall elect from among themselves persons to serve in the
1182 following Implementation Board offices: Chairperson and Vice Chairperson. The
1183 Implementation Board Members may also create the offices of a Treasurer and Secretary which
1184 may be filled by Implementation Board Members, Authority employees or a Party's employee on
1185 loan to the Authority. In all cases the Chairperson and the Treasurer may not be the same person,
1186 and the Chairperson and the Vice Chairperson may not be the same person. The term of any
1187 officer shall expire one year after the officer is elected, or at such time as such officer's
1188 membership on the Implementation Board ceases or terminates, whichever is sooner. The
1189 Implementation Board may, under this Agreement, adopt Bylaws providing for additional
1190 officers, and, to the extent not inconsistent with this Agreement, may adopt Bylaws governing
1191 the offices and tenure of officers; the number of positions, powers and duties, and term of each
1192 office; the manner of appointment, selection, or election of office holders and the appointing,
1193 selecting, or electing authority; performance of duties of the office upon illness, death, incapacity,
1194 or absence of the officer; the filling of vacancies; and any qualification for the office and
1195 conditions upon exercising its powers. Nothing prevents the Implementation Board from
1196 appointing Co-Chairpersons, or combining the offices of Chairperson and Vice Chairperson into
1197 co-chairs.

1198
1199 **Section 2. Duties of Officers.**

1200
1201 Subject to the control of the Implementation Board, the Chairperson shall have general
1202 supervision, direction and control of the business and affairs of the Authority. On matters decided
1203 by the Authority, the signature of the Chairperson alone is sufficient to bind the corporation. The
1204 Vice-Chairperson shall perform the duties of the Chairperson without further authorization in the
1205 event the Chairperson is unable to perform the duties of the office due to absence, illness, death,
1206 or other incapacity, and shall discharge such other duties as pertain to the office as prescribed by
1207 the Implementation Board. To the extent not provided herein, the officers of the Authority shall
1208 have the duties as set forth in the Bylaws.

1209
1210 **Section 3. Incapacity of Officers.**

1211
1212 If the Treasurer or the Chairperson is incapacitated, another officer as provided for in the Bylaws
1213 shall be authorized to perform such duties without further authorization. The Treasurer is not
1214 authorized to perform the duties of the Chairperson, nor is the Chairperson authorized to perform
1215 the duties of the Treasurer.

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Section 4. Advisory Committee; Committees.

The Implementation Board shall recognize a Continuum of Care Board created pursuant to 24 CFR Part 578 or its successor regulation to act as its Advisory Committee and serve the Implementation Board by providing a broad array of perspectives, if such Continuum of Care Board takes action to serve as the Implementation Board's Advisory Committee. Members of the Advisory Committee shall be appointed by the Implementation Board. In the event that an existing Continuum of Care Board takes action to serve as the Authority's Advisory Committee, the Implementation Board may confirm any or all of the members of the Continuum of Care Board as members of the Advisory Committee, or may appoint new members to the Advisory Committee as set forth in the Bylaws or policies approved by the Implementation Board. The Advisory Committee shall be comprised of individuals with experience related to preventing and ending homelessness, including but not limited to: persons currently experiencing homelessness, populations disproportionately impacted by homelessness, Homelessness Services Providers, business, healthcare, labor and/or workforce, homeless housing and services, behavioral health services, criminal justice system, child welfare and data evaluation.

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

Section 5. Chief Executive Officer.

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

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

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

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

1263 For each major body of work that the Chief Executive Officer proposes full or partial
1264 accomplishment by staff of the authority or “loaned” staff of the parties, the staffing plan
1265 shall specify the number of full or partial full time-equivalent positions required for that
1266 major body of work. For each major body of work, the staffing plan shall articulate the
1267 Chief Executive Officer’s rationale for how the staffing plan supports the Authority’s
1268 ability to accomplish its mission while promoting administrative and cost efficiency.
1269

1270 In addition to other major bodies of work that the Chief Executive Officer includes in the
1271 staffing plan, the staffing plan shall contain as major bodies of work support services that
1272 include procurement, legal support, human resources, information technology support,
1273 payroll, accounts payable and accounts receivable services, and facilities management.
1274 The staffing plan shall assess the benefits of and provide options for using support services
1275 provided by one or both of the Parties.
1276

1277 (ii) The Chief Executive Officer shall assign staff as necessary to ensure
1278 coordination and collaboration with homelessness crisis response partners and
1279 activities and adjacent systems whose work intersects with homelessness. The
1280 Chief Executive Officer shall assign at least one staff member to act as a liaison
1281 to ensure coordination and collaboration with homelessness crisis response
1282 partners and activities and adjacent systems whose work intersects with
1283 homelessness, including coordination with appropriate Seattle and King County
1284 agencies.
1285

1286 (iii) The Chief Executive Officer shall actively and continuously consider
1287 and evaluate all means and opportunities toward the enhancement of operational
1288 effectiveness of Homeless Services so as to maximize the effectiveness and
1289 efficiency of the system. Such recommendation shall be presented by the Chief
1290 Executive Officer to the Implementation Board from time to time and if any
1291 recommendation would require a change or deviation from established policy
1292 adopted by the Governing Committee, such policy change or deviation shall
1293 require approval by the Governing Committee before the recommendation may be
1294 implemented.
1295

1296 **b.** The Implementation Board shall recommend the Chief Executive Officer to the
1297 Governing Committee for confirmation following a recruitment process conducted jointly
1298 by the Implementation Board and the Governing Committee. The Chief Executive Officer
1299 shall be responsible to the Implementation Board for the effective operations of the
1300 Authority. The following may be delegated to the Chief Executive Officer: (1) the
1301 authority sign documents and contracts on behalf of the Authority; and (2) such other
1302 duties as delegated or assigned by the Implementation Board.
1303

1304 **c.** At the request of the Governing Committee or on at least a quarterly basis, the
1305 Chief Executive Officer shall provide a written report to the Governing Committee and
1306 seek input from the Governing Committee on the performance of the Authority, to include
1307 an evaluation of the implementation of the Five-Year Plan or successor planning
1308 document, as well as reporting on other performance metrics that may be adopted by the
1309 Authority.

1356 all of its powers. Special meetings of the Governing Committee may be held from time
1357 to time in accordance with chapter 42.30 RCW (the “Open Public Meetings Act”).
1358

1359 **b. Meetings of the Implementation Board.** Regular meetings of the
1360 Implementation Board shall be held at least six times per year at a regular time and place
1361 to be determined by the Implementation Board by resolution. No later than the last regular
1362 meeting of the calendar year, the Implementation Board shall adopt a resolution
1363 specifying the date, time and place of regular meetings for the upcoming calendar year.
1364 A copy of the resolution shall be distributed in the same manner as notice of special
1365 meetings is provided pursuant to Section 3 of this Article X. At any regular meeting of
1366 the Implementation Board, any business may be transacted and the Implementation Board
1367 may exercise all of its powers. Special meetings of the Implementation Board may be
1368 held from time to time in accordance with chapter 42.30 RCW (the “Open Public
1369 Meetings Act”).
1370

1371 **Section 2. Notice of Regular Meetings.**
1372

1373 At the beginning of each calendar year, the Authority shall post on its website the time and place
1374 of regular meetings of the Governing Committee and the Implementation Board for that calendar
1375 year. As the Advisory Committee meeting schedule is established, the Authority shall post on its
1376 website those meeting times and places. In addition, the Authority shall provide reasonable notice
1377 of such meetings to any individual specifically requesting it in writing. If a regular meeting
1378 schedule is to be changed by resolution, a copy of the resolution shall be distributed in the same
1379 manner as notice of special meetings is provided pursuant to Section 3 of this Article X and the
1380 change posted on the Authority’s website.
1381

1382 **Section 3. Notice of Special Meetings.**
1383

1384 Except as provided in Sections 10 and 11 of this Article X, notice of all special meetings of the
1385 Governing Committee and/or the Implementation Board shall be given by the chairperson of the
1386 respective body or by the person or persons calling the special meeting in accordance with
1387 RCW 42.30.080 by delivering personally, by electronic mail or by mail written notice at least 24
1388 hours prior to the time of the meeting to each applicable Member, to each local newspaper of
1389 general circulation and to each radio or television station that has requested notice and to any
1390 other individual specifically requesting it in writing, and posted on the Authority’s website. The
1391 call and notice of all special meetings shall specify the time and place of all special meetings and
1392 the business to be transacted. Notice of special meetings of the Advisory Committee shall comply
1393 with 24 CFR 578.
1394

1395 **Section 4. Waiver of Notice.**
1396

1397 Notice as provided herein may be dispensed with as to any Governing Committee Member or
1398 Implementation Board Member, as applicable, who at or prior to the time the meeting convenes
1399 files with the Authority a written waiver of notice or who is actually present at the meeting at the
1400 time it convenes. Such notice may also be dispensed with as to special meetings called to deal
1401 with an emergency involving injury or damage to persons or property or the likelihood of such

1402 injury or damage, where time requirements of such notice would make notice impractical and
1403 increase the likelihood of such injury or damage.

1404

1405 **Section 5. Agendas.**

1406

1407 In accordance with chapter 42.30 RCW (the “Open Public Meetings Act”) for the Governing
1408 Committee, and the Implementation Board, and in accordance with 24 CFR 578 for the Advisory
1409 Committee, at least 24 hours before any regular or special meetings, the agenda for that meeting
1410 shall be posted and also be emailed or otherwise provided to the Seattle Council Clerk and to the
1411 County Council Clerk.

1412

1413 **Section 6. Open Public Meetings.**

1414

1415 All meetings of the Implementation Board and the Governing Committee shall be open to the
1416 public if and to the extent required by chapter 42.30 RCW (the “Open Public Meetings Act”).
1417 The Implementation Board and the Governing Committee may hold executive sessions to
1418 consider matters enumerated in chapter 42.30 RCW (the “Open Public Meetings Act) or as
1419 otherwise authorized by law. The meetings of the Advisory Committee shall be open to the
1420 public, except that the Advisory Committee may hold executive sessions as it deems necessary.

1421

1422 **Section 7. Telephonic Participation**

1423

1424 Implementation Board and the Governing Committee Members may participate in a regular or
1425 special meeting of the applicable body through the use of any means of communication by which
1426 all attending Members and members of the public participating in such meeting can hear each
1427 other during the meeting. Any Member participating in a meeting by such means is deemed to
1428 be present in person at the meeting for all purposes including, but not limited to, establishing a
1429 quorum.

1430

1431 **Section 8. Parliamentary Authority.**

1432

1433 The rules in the current edition of Robert’s Rules of Order Newly Revised, 11th Edition, shall
1434 govern the Authority in all cases to which they are applicable, where they are not inconsistent
1435 with this Agreement or with the special rules of order of the Bylaws of the respective body.

1436

1437 **Section 9. Minutes.**

1438

1439 Copies of the minutes of all regular or special meetings of the Implementation Board and the
1440 Governing Committee shall be available to any person or organization that requests them. The
1441 minutes of all Implementation Board and the Governing Committee meetings shall include a
1442 record of individual votes on all matters requiring Implementation Board and the Governing
1443 Committee approval.

1444

1445 **Section 10. First Meeting of the Governing Committee.**

1446

1447 The Seattle Mayor and the County Executive shall jointly notice the first meeting of the
1448 Governing Committee as a special meeting and jointly prepare an agenda. This first meeting
1449 shall occur within 90 days of the Effective Date or when all members of the Governing Committee
1450 have been selected in accordance with Section 1 of Article VIII, whichever is first.

1451

1452 **Section 11. First Meeting of the Implementation Board.**

1453

1454 The chair of the Governing Committee shall notice the first meeting of the Implementation Board
1455 as a special meeting and prepare an agenda. This first meeting shall occur within 60 days of the
1456 last appointment/confirmation of a Member to Implementation Board in accordance with Section
1457 1.b.(ii) of Article VIII.

1458

1459

1460 **ARTICLE XI**

1461

1462 **MISCELLANEOUS**

1463

1464 **Section 1. Geographic Limitation.**

1465 The Authority may conduct activities outside of the County, subject, however, to a contract with
1466 a Subscribing Agency.

1467 **Section 2. Safeguarding of Funds.**

1468

1469 Authority funds shall be deposited in a qualified public depository as required by law. The
1470 Authority shall establish a special fund with the County treasurer to be designated the “Operating
1471 fund of the King County Regional Homelessness Authority. The County shall act as the fiscal
1472 agent and Treasurer of the Authority with the authority to hold and invest funds on the Authority’s
1473 behalf and make payments for approved expenditures.

1474

1475 **Section 3. Public Records.**

1476

1477 The Authority shall maintain all of its records in a manner consistent with the Preservation and
1478 Destruction of Public Records Act, chapter 40.14 RCW. The public shall have access to records
1479 and information of the Authority to the extent as may be required by applicable laws. All costs
1480 associated with complying with the Public Records Act, chapter 42.56 RCW, shall be borne by
1481 the Authority.

1482

1483 **Section 4. Reports and Information; Audits.**

1484

1485 Within nine (9) months after the end of the Authority’s fiscal year, the Authority shall file an
1486 annual report with the Finance Directors of the County and Seattle containing an audited
1487 statement of assets and liabilities, income and expenditures and changes in the Authority’s
1488 financial position during the previous year (or unaudited information if an audit is not yet

1489 available, to be promptly followed by audited information); a summary of significant
1490 accomplishments; a list of depositories used; a projected operating budget (which may be an
1491 annual budget, a biennial budget or other form as authorized by State law); a summary of projects
1492 and activities to be undertaken during the budget period; and a list of members and officers of the
1493 Implementation Board.

1494

1495 The Authority shall be subject to annual audit by the State Auditor, and by Seattle and the County
1496 at the option of each. The Authority shall, at any time during normal business hours make
1497 available to the County Executive, the County Council, the Seattle Mayor, the Seattle City
1498 Council, and the State Auditor for examination all of the Authority's financial records.

1499

1500 **Section 5. Performance Audit.**

1501

1502 The County and Seattle will cause a performance audit to be conducted and completed by a
1503 consulting firm selected by the County and Seattle no later than six years after the Governing
1504 Committee confirms the initial Five-Year Plan. The performance audit report shall be transmitted
1505 to the clerks of both the King County Council and the Seattle City Council.

1506

1507 **Section 6. Amendments to Agreement.** No additions to or alterations of the terms of this
1508 Agreement shall be valid unless made in writing, approved by the legislative authorities of each
1509 Party and executed by duly authorized agents of each Party.

1510

1511 **Section 7. Nondiscrimination.**

1512

1513 The Authority, its employees, agents, Contract Holders, and subcontractors, if any, shall at all
1514 times comply with any and all federal, state or local laws, ordinances, rules or regulations with
1515 respect to non-discrimination and equal employment opportunity, which may at any time be
1516 applicable to Seattle by law, contract or otherwise, including but not limited to all such
1517 requirements which may apply in connection with employment or the provision of services to the
1518 public.

1519

1520 Specifically, except as allowed by law, the following matters or activities shall not be directly or
1521 indirectly based upon or limited by age, sex, marital status, sexual orientation, race, creed, color,
1522 national origin, religion, pregnancy, gender, gender identity or expression, genetic information,
1523 domestic violence victimization, veteran or military status, or the presence of any sensory, mental,
1524 or physical disability or the use of a trained service animal by a person with a disability:

1525

- 1526 a. Membership on the Implementation Board;
- 1527 b. Employment, including solicitation or advertisements for employees; and
- 1528 c. Provisions of services to and contracts with the public.

1529

1530 **Section 8. Labor Disputes.**

1531

1532 Because labor disputes can lead to work stoppages or adversely impact the ability of the Authority
1533 to achieve desired outcomes, Seattle and the County have agreed and acknowledged in this
1534 Agreement that they have an interest in ensuring that the Authority's operations and progress are

1535 not interrupted or interfered with by work stoppages or other labor disputes. Accordingly, Seattle
1536 and the County have agreed, which is hereby confirmed in this Agreement, that the Authority and
1537 entities that contract with the Authority are required to adhere to labor laws, commit to promoting
1538 labor harmony, and take reasonable measures to avoid any work stoppages or labor disputes in
1539 their operations.

1540

1541 **Section 9. Inventory and Property.**

1542

1543 Property, equipment and furnishings for the operations of the Authority shall be acquired by
1544 Authority as provided by law. If any Party furnishes property, equipment or furnishings for the
1545 Authority's use, title to the same shall remain with the respective Party unless that property,
1546 equipment or furnishings are acquired by the Authority.

1547

1548 **Section 10. Interlocal Cooperation Act.**

1549

1550 **a.** This Agreement is intended to create a separate governmental administrative entity
1551 within the meaning of RCW 39.34.030(3) and not a "joint board" within the meaning of
1552 RCW 39.34.030(4)(a).

1553

1554 **b.** Each Party will file or post this Agreement as required by RCW 39.34.040.

1555

1556 **Section 11. Notice to the Parties.**

1557

1558 Any formal notice or communication to be given among the Parties to this Agreement shall
1559 be deemed properly given, if delivered either in physical or electronic means, or if mailed postage
1560 prepaid and addressed to:

1561

King County

1562

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

1563

401 Fifth Avenue, Suite 400

1564

Mailstop CNK-HS-0400

1565

Seattle, Washington 98104

1566

1567

City of Seattle

1568

Attn: Jason Johnson, Acting Director, Human Services Department

1569

700 Fifth Ave., Suite 5800

1570

Seattle, Washington 98104

1571

1572 **Section 12. Additional Provisions.**

1573

1574 **a. Integration.** This Agreement contains all of the terms and conditions agreed upon
1575 by the Parties hereto concerning the establishment of the Authority. No other understandings, oral
1576 or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind
1577 any of the Parties hereto. The Parties have read and understand all of this Agreement, and now

1578 state that no representation, promise, or agreement not expressed in this Agreement has been made
1579 to induce the officials of the Parties hereto to execute this Agreement.

1580

1581 **b. Severability.** In the event any provision of this Agreement shall be declared by a
1582 court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and
1583 enforceability of the remaining provisions shall not, in any way, be effected or impaired thereby.

1584

1585 **c. Indemnification among the Parties Hereto.** To the maximum extent permitted
1586 by law, each party hereto shall indemnify and hold harmless the other Parties and its or their agents,
1587 employees, and/or officers, from any and all costs, claims, judgments, or awards of damages
1588 arising out of the negligent acts or omissions of such indemnifying party, its officers, employees
1589 or agents and shall process and defend at its own expense any and all claims, demands, suits, at
1590 law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought
1591 against the other Parties arising out of, in connection with, or incident to this Agreement and the
1592 indemnifying party's negligent performance or failure to perform any aspect of this Agreement. In
1593 the event of any such liability arises from the concurrent negligence of the indemnifying party and
1594 another party, the indemnity obligation of this section shall apply only to the extent of the
1595 negligence of the indemnifying party and its actors.

1596

1597 The foregoing provisions specifically and expressly intend to constitute a waiver of each
1598 party's immunity under industrial insurance, Title 51 RCW, as respects the other party only, and
1599 only to the extent necessary to provide the indemnified party with a full and complete indemnity
1600 of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

1601

1602 **d. No Third Party Beneficiary Rights.** The provisions of this Agreement are for the
1603 sole benefit of the Parties, and they will not be construed as conferring any rights to any third party
1604 (including any third party beneficiary rights).

1605

1606 **e. Counterparts.** This Agreement may be executed in any number of counterparts,
1607 each of whom shall be an original, but those counterparts will constitute one and the same
1608 instrument.

1609

1610 This Agreement is APPROVED this ____ day of _____, ____.

1611

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1617

County Executive, King County

1618

1619 ATTEST:

1620

1621

1622

[County Prosecuting Attorney]

1623

1624

1625

1626

1627 RECEIPT ACKNOWLEDGED BY:

1628

1629

1630

1631

Mayor, City of Seattle

1632

1633

1634

1635

1636 ATTEST:

1637

1638

1639

City Clerk

1640