

**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.  
137

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

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

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

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

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

153  
154 “State” means the State of Washington.

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

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

163  
164  
165 **ARTICLE II**

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

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

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

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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**

315  
316  
317 **Section 1. Powers.** Except as otherwise limited by Washington State law, the Authority shall  
318 have all powers, privileges or authority that may be exercised or capable of exercise by both the  
319 County and Seattle necessary or convenient to effect the purposes for which the Authority is  
320 established and to perform authorized Authority functions, including without limitation the power  
321 to:

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

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

400 **ARTICLE VI**

401  
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

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

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

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

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

666

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;~~

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(86) Approve performance metrics; and

~~(9) Approve Goals, Policies, and Plans without amendment;~~  
and

~~(407)~~ Change the name of the Authority.

(ii) The following actions shall require an affirmative vote of ~~eight (8)~~ members of the a two-thirds majority of Governing Committee Members present, provided the quorum requirements in Section 1.d of this Article VIII are met:

(1) ~~Amend-Approve or amend~~ Goals, Policies, and Plans;

(2) ~~Amend-Approve or amend~~ the annual budget recommended by the Implementation Board; and

(3) ~~Confirm-Remove~~ the Chief Executive Officer.

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

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

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

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

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

758           **g. Consecutive Absences.** Any Governing Committee Member who is  
759 absent for three consecutive regular meetings without excuse may, by resolution duly  
760 adopted by a majority vote of the remaining Governing Committee Members, be deemed  
761 to have forfeited his or her position as Governing Committee Member and that Member’s  
762 position shall be vacant.  
763

764 Forfeiting a Governing Committee Member position pursuant to this Section 1.g. of  
765 Article VIII shall be effective immediately unless otherwise provided in the resolution.  
766 Any successor shall be selected in the same manner as the appointment for the forfeited  
767 Governing Committee Member position.  
768

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

774           **a. Board Member Characteristics.** Implementation Board Members shall  
775 be appointed so that the Implementation Board as a whole satisfies the representational  
776 standards set forth in this Section 2.a of Article VIII.  
777

778 The Implementation Board shall be comprised of individuals who have connections to or  
779 experience with a broad range of stakeholders and communities, including but not limited  
780 to: the local business community; neighborhood and community associations;  
781 faith/religious groups; and the philanthropic community. A majority of the members of  
782 the Implementation Board shall be persons whose combination of identity, personal  
783 experience, or professional expertise enables them to credibly represent the perspectives  
784 of, and be accountable to, Marginalized Demographic Populations that are statistically  
785 disproportionately represented among people experiencing homelessness in King County.  
786 The Implementation Board members shall strive to reflect a diversity of geographies in  
787 King County.  
788

789 The Implementation Board shall neither include elected officials nor employees of Seattle,  
790 the County or the Authority, nor employees, officials, agents or representatives of current  
791 Contract Holders or any entity that is likely to directly benefit from the actions of the  
792 Authority (except as set forth in Section 4 of this Article VIII).  
793

794           **b. Board Member Expertise and Skills.** All Implementation Board  
795 Members shall possess substantial and demonstrable expertise, experience and/or skill in  
796 one or more of the areas specified in this Section 2.b of Article VIII. Individual members  
797 shall be appointed so that each skill and expertise specified in this Section 2.b of Article  
798 VIII is represented on the fully seated Implementation Board.  
799

800                   (i) implementation of policies and practices that promote racial-ethnic  
801 equity within an organization of similar size or responsibility to the Authority;  
802

- 803 (ii) fiscal oversight of entities with budgets of similar size to the  
804 Authority;
- 805
- 806 (iii) direction or oversight of business operations and/or strategy of a  
807 large public or private entity or organization;
- 808
- 809 (iv) affordable housing finance and/or development;
- 810
- 811 (v) physical and/or behavioral health care;
- 812
- 813 (vi) labor unions and workforce;
- 814
- 815 (vii) Federal continuum of care program governance and operations and  
816 the ability to represent the perspectives of continuum of care membership;
- 817
- 818 (viii) provision of services for persons experiencing homelessness or  
819 related social services with an emphasis on serving populations that are  
820 disproportionately represented amongst those experiencing homelessness;
- 821
- 822 (ix) academic research on topics related to homelessness and/or data-  
823 based performance evaluation;
- 824
- 825 (x) criminal justice;
- 826
- 827 (xi) provision of child welfare services;
- 828
- 829 (xii) provision of youth services; and
- 830
- 831 (xiii) other characteristics determined to be necessary by the  
832 Implementation Board to carry out the purposes of the Authority.

833

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

- 841
- 842 (i) two (2) Members of the Implementation Board shall be appointed  
843 by the Seattle Mayor, one to serve a four-year term and one to serve a five-year  
844 term;
- 845
- 846 (ii) two (2) Members of the Implementation Board shall be appointed  
847 by the Seattle City Council, one to serve a three-year term and one to serve a four-  
848 year term;

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

853  
854 (iv) two (2) Members of the Implementation Board shall be appointed  
855 by the County Council, one to serve a three-year term and one to serve a five-year  
856 term;

857  
858 (v) two (2) Members of the Implementation Board shall be appointed  
859 by the Sound Cities Association, one to serve a four-year term and one to serve a  
860 five-year term; and

861  
862 (vi) three (3) Members representing individuals who have Lived  
863 Experience shall be appointed by the Advisory Committee, or, if the Advisory  
864 Committee has not yet been established, the Continuum of Care Board created  
865 pursuant to 24 CFR Part 578 or successor regulation, which shall consider  
866 recommendations from the Coalition of Lived Experience or other groups  
867 representing individuals with Lived Experience of homelessness, subject to  
868 confirmation by the Governing Committee pursuant to Section 1.b.(i) of this  
869 Article VIII. The Advisory Committee shall prioritize appointing individuals with  
870 personal Lived Experience. At least one of the three (3) Members shall represent  
871 stakeholders who have Lived Experience in areas outside the city of Seattle. The  
872 terms of these positions are as follows: one to serve a three-year term, one to serve  
873 a four-year term, and one to serve a five-year term.  
874

875 It is the intent of the Parties that selection of individuals to serve as Implementation  
876 Board Members occur expeditiously so that the first meeting of the Implementation  
877 Board may occur within 60 days of the Governing Committee taking action to confirm  
878 the initial Implementation Board Members.  
879

880 **d. Subsequent Appointments.** Upon expiration of each position, the initial  
881 appointing entity or party shall appoint a subsequent member to serve in the expired  
882 position for a four-year term subject to confirmation by the Governing Committee  
883 pursuant to Section 1.b.(i) of this Article VIII. Representatives of the appointing entities  
884 described in Section 2.c.(i) through Section 2.c.(v) of this Article VIII shall convene a  
885 nominating committee to coordinate and confer on appointments of Implementation  
886 Board Members.  
887

888 **e. Tenure of Implementation Board Members.** Implementation Board  
889 Members shall continue in office until a successor is appointed and confirmed as provided  
890 herein. Successors shall serve four-year terms (or such shorter period, if appointed after  
891 the expiration of a term, so as to ensure the continuation of staggered Implementation  
892 Board terms). Implementation Board Members may serve no more than two successive  
893 complete terms.  
894

895           **f. Consecutive Absences.** Any Implementation Board Member who is  
896 absent for three consecutive regular meetings without excuse may, by resolution duly  
897 adopted by a majority vote of the then Implementation Board Members, and such action  
898 is concurred with by a majority of the Governing Committee, be deemed to have forfeited  
899 his or her position as Implementation Board Member and that Member’s position shall be  
900 vacant.

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

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

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

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

925  
926           **i. Duties of Implementation Board.** The Implementation Board shall be  
927 responsible for the operations and management of the Authority and shall provide  
928 strategic vision, community accountability and robust oversight for the Authority.

929  
930 In addition to the powers and duties granted in other provisions of this Agreement, the  
931 Implementation Board shall:

- 932  
933           (i) Meet regularly as set forth in Section 1 of Article X of this  
934 Agreement;  
935  
936           (ii) Develop and recommend Goals, Policies, and Plans to the  
937 Governing Committee;  
938  
939           (iii) Adopt an annual performance report and transmit such report to the  
940 Governing Committee ~~and Parties~~ annually;



- 941  
942 (iv) Develop and recommend to the Governing Committee policies and  
943 processes for competitive procurement of services, including but not limited to  
944 policies for allocation of funding across program types and across cities, towns,  
945 and unincorporated areas in King County that are consistent with the Five-Year  
946 Plan or successor planning document;  
947  
948 (v) Develop and recommend a projected operating budget (which may  
949 be an annual budget, a biennial budget or other form as authorized by State law)  
950 that is consistent with the Five-Year Plan or successor planning document to be  
951 proposed to the Governing Committee;  
952  
953 (vi) Develop and transmit to the Governing Committee an annual  
954 funding allocation report, including but not limited to the sources and distribution  
955 of funding across program types and across cities, towns and unincorporated areas  
956 in King County;  
957  
958 (vii) Adopt an annual work plan which includes a summary of projects  
959 and activities to be undertaken during the budget period;  
960  
961 (viii) Cause the Authority to implement the Goals, Policies, and Plans  
962 approved by the Governing Committee, including through contracting for  
963 services, contracting to provide Homeless Services, making funding awards and  
964 doing all things necessary to oversee and carry out the implementation of the  
965 Authority's programs;  
966  
967 (ix) Ensure that the initial Five-Year Plan shall formalize sub-regional  
968 planning processes that are developed in consultation with the Governing  
969 Committee, the Advisory Committee, and the SCA. Sub-Regional Planning  
970 Activities will address factors, needs and resources unique to the respective  
971 regions. Such Sub-Regional Planning Activities will form the basis of the  
972 development of subsequent Five-Year Plans or successor planning documents,  
973 which may be informed by the Regional Action Plan ~~and will align with the~~  
974 ~~guiding principles outlined in Article IV, Section 3~~. Annual work plans shall  
975 identify sub-regional goals and activities until such time as these are included in  
976 an approved Five-Year Plan;  
977  
978 (x) Adopt policies and procedures for oversight of major expenditures  
979 and other transactions, to include but not be limited to delegation of contracting  
980 authority to the Chief Executive Officer and the minimum standards for  
981 procurement of goods, services and property;  
982  
983 (xi) Conduct regular performance evaluation of the Chief Executive  
984 Officer; and  
985  
986 (xii) Cause the Authority to carry out the duties in this Agreement.

987  
988           **j.     Actions Requiring Approval by Resolution.** A general or particular  
989 authorization and concurrence of the Implementation Board by resolution shall be  
990 necessary for any of the following transactions:

991  
992                   (i)     Transfer or conveyance of an interest in real estate, except for lien  
993 releases or satisfactions of a mortgage after payment has been received, or the  
994 execution of a lease for a current term less than one (1) year;

995  
996                   (ii)    To the extent permitted by State law, donation of money, property  
997 or other assets belonging to the Authority;

998  
999                   (iii)   Adoption of internal policies and procedures for oversight of major  
1000 expenditures and other transactions;

1001  
1002                   (iv)    Recommendation to the Governing Committee of an annual budget  
1003 that is consistent with the Five-Year Plan or successor planning document;

1004  
1005                   (v)     Recommendation to the Governing Committee of amendments to  
1006 this Agreement;

1007  
1008                   (vi)   Adoption and amendment of Bylaws for the Implementation  
1009 Board;

1010  
1011                   (vii)   Annual endorsement of a set of principles and priorities;

1012  
1013                   (viii)   Recommendation to the Governing Committee of Goals, Policies,  
1014 and Plans, including a Five-Year Plan;

1015  
1016                   (ix)    Recommendation of a Chief Executive Officer to be confirmed by  
1017 the Governing Committee, the recruitment of whom will be conducted jointly by  
1018 the Implementation Board and the Governing Committee; and

1019  
1020                   (viii)   Such other transactions, duties, and responsibilities as this  
1021 Agreement shall repose in the Implementation Board or require Implementation  
1022 Board participation by resolution.

1023  
1024           **k.     Quorum of Implementation Board.** At all meetings of the  
1025 Implementation Board, a quorum of the Implementation Board must be present in order  
1026 to do business on any issue. A quorum shall be defined as a majority of the Board  
1027 Members in number, excluding any Board Member who has given notice of withdrawal  
1028 or whose position is vacant in accordance with the provisions of Section 2.h. of this Article  
1029 VIII.

1030  
1031           **l.     Voting Requirements.** Each individual Implementation Board Member  
1032 shall be a voting member and shall have one vote. All resolutions shall require an

1033 affirmative vote of a majority of the Implementation Board Members voting on the issue;  
1034 provided, that such majority equals not less than one-third (1/3) of the Implementation  
1035 Board's total voting membership.  
1036

1037 A Board Member may not split his or her vote on an issue. No voting by proxies or mail-  
1038 in ballot is allowed. Voting by a designated alternate pursuant to the terms of the Bylaws  
1039 or policies of the Authority is not considered a vote by proxy.  
1040

1041 Proposed amendments ~~by the Implementation Board~~ to this Agreement and the adoption  
1042 and amendment of Bylaws shall require an affirmative vote of two-thirds (2/3) of the  
1043 Members of the Implementation Board.  
1044

1045 **m. Equity Decision Making.** The Authority shall advance equity and social  
1046 justice in its processes, policies, and outcomes by proactively seeking to eliminate racial-  
1047 ethnic disproportionalities in the population experiencing homelessness and to eliminate  
1048 disparities in outcomes for people experiencing homelessness by addressing structural  
1049 racism, ableism, homophobia, transphobia, misogyny and other sources of inequities. The  
1050 Authority shall establish and operate under an equity-based decision-making framework  
1051 to inform its policy, business process, and funding decisions. This equity-based decision-  
1052 making framework shall provide for inclusion of Customers of the service system in  
1053 decisions that will affect them; specify a framework for examining policy, business  
1054 process, and funding decisions with an explicit equity and racial justice analysis; and shall  
1055 establish processes to measure, evaluate, and respond to the impact of its decision-making  
1056 on its goals of advancing equity. This framework shall be informed by people with Lived  
1057 Experience and be approved by the Implementation Board of the Authority.  
1058

1059 **Section 3. Right to Indemnification.**  
1060

1061 Each person who was, or is threatened to be made a party to or is otherwise involved (including,  
1062 without limitation, as a witness) in any actual or threatened action, suit, or proceeding, whether  
1063 civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a  
1064 Governing Committee Member, Implementation Board Member or employee of the Authority,  
1065 whether the basis of such proceeding is alleged action in an official capacity as a director, trustee,  
1066 officer, employee, or agent, or in any other capacity, shall be indemnified and held harmless by  
1067 the Authority to the full extent permitted by applicable law as then in effect, against all expense,  
1068 liability and loss (including attorneys' fees, judgments, fines and amounts to be paid in settlement)  
1069 actually and reasonably incurred or suffered by such person in connection therewith, and such  
1070 indemnification shall continue as to a person who has ceased to be in such position and shall inure  
1071 to the benefit of his or her heirs, executors and administrators; provided, however, that except as  
1072 provided in this Section 3 of Article VIII, with respect to proceedings seeking to enforce rights  
1073 to indemnification, the Authority shall indemnify any such person seeking indemnification in  
1074 connection with a proceeding (or part thereof) initiated by such person only if such proceeding  
1075 (or part thereof) was authorized by the Implementation Board; provided, further, the right to  
1076 indemnification conferred in this Section 3 of Article VIII shall be a contract right and shall  
1077 include the right to be paid by the Authority the expenses incurred in defending any such  
1078 proceeding in advance of its final disposition; provided, however, that the payment of such

1079 expenses in advance of the final disposition of a proceedings shall be made only upon delivery to  
1080 the Authority of an undertaking, by or on behalf of such person, to repay all amounts so advanced  
1081 if it shall ultimately be determined that such person is not entitled to be indemnified under this  
1082 Section 3 of Article VIII or otherwise.

1083  
1084 Provided, further, that the foregoing indemnity may not apply, at the discretion of the Authority,  
1085 to any person from or on account of:

1086  
1087           **a.** Acts or omissions of such person finally adjudged to be reckless  
1088 misconduct, intentional misconduct or a knowing violation of law; or

1089  
1090           **b.** Any transaction with respect to which it was finally adjudged that such  
1091 person personally received a benefit in money, property, or services to which such person  
1092 was not legally entitled.

1093  
1094 If a claim under this Section 3 of Article VIII is not paid in full by the Authority within sixty (60)  
1095 days after a written claim has been received by the Authority, except in the case of a claim for  
1096 expenses incurred in defending a proceeding in advance of its final disposition, in which case the  
1097 applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit  
1098 against the Authority to recover the unpaid amount of the claim and, to the extent successful in  
1099 whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such  
1100 claim. The claimant shall be presumed to be entitled to indemnification under this Section 3 of  
1101 Article VIII upon submission of a written claim (and, in an action brought to enforce a claim for  
1102 expenses incurred in defending any proceeding in advance of its final disposition, where the  
1103 required undertaking has been tendered to the Authority), and thereafter the Authority shall have  
1104 the burden of proof to overcome the presumption that the claimant is so entitled. Neither the  
1105 failure of the Authority (including the Implementation Board or independent legal counsel) to  
1106 have made a determination prior to the commencement of such action that indemnification of or  
1107 reimbursement or advancement of expenses to the claimant is proper nor a determination by the  
1108 Authority (including its Implementation Board Members, Governing Committee Members or  
1109 independent legal counsel) that the claimant is not entitled to indemnification or to the  
1110 reimbursement or advancement of expenses shall be a defense to the action or create a  
1111 presumption that the claimant is not so entitled.

1112  
1113 The right of indemnification and the payment of expenses incurred in defending a proceeding in  
1114 advance of its final disposition conferred in this Section 3 of Article VIII shall not be exclusive  
1115 of any other right which any person may have or hereafter acquire under any statute, provision of  
1116 this Agreement, Bylaws, any other agreement or otherwise.

1117  
1118 The Authority shall maintain in full force and effect public liability insurance in an amount  
1119 sufficient to cover potential claims for bodily injury, death or disability and for property damage,  
1120 which may arise from or be related to projects and activities of the Authority and its  
1121 Implementation Board Members, Governing Committee Members, staff and employees.

1122  
1123 **Section 4.     Conduct; Code of Ethics.**  
1124

1125 Governing Committee Members, Implementation Board Members, members of the Advisory  
1126 Committee or other committee and employees of the Authority shall conduct themselves in  
1127 accordance with all applicable laws, including but not limited to, chapter 42.23 RCW (the “Code  
1128 of Ethics for Municipal Officers”), chapter 42.30 RCW (the “Open Public Meetings Act”), and  
1129 this Agreement and policies of the Authority.

1130  
1131 All letters, memoranda and electronic communications or information (including email) that  
1132 relate to conduct of the Authority or the performance of any Authority function may be public  
1133 records subject to disclosure under chapter 42.56 RCW (the “Washington Public Records Act”).  
1134 In the event that the Authority or any Governing Committee or Implementation Board Member  
1135 or any member of the Advisory Committee or other committee receives a request for such records,  
1136 the Governing Committee or Implementation Board Member or any member of the Advisory  
1137 Committee or other committee shall immediately provide the request to the public records officer  
1138 of the Authority, and assist the public records officer in responding to the request.

1139  
1140 Governing Committee Members, Implementation Board Members, and members of the Advisory  
1141 Committee or other committee shall respect the confidentiality requirements regarding personnel,  
1142 real estate transactions, proprietary matters, and attorney-client privileged communications,  
1143 including those requirements listed herein and any other confidential information that is gained  
1144 through their positions with the Authority. The Authority, rather than any individual, is the holder  
1145 of these privileges and protections and only the Authority may elect to waive any such privileges  
1146 or protections.

1147  
1148 Any Governing Committee Member, Implementation Board Member, member of the Advisory  
1149 Committee or other committee or Authority employee who has an actual or potential interest, or  
1150 whose immediate family member (spouse, partner, child, sibling, or parent) has an interest, in any  
1151 matter before the Implementation Board that would tend to prejudice his or her actions shall so  
1152 publicly indicate according to the policies and procedures of the Authority. In such case any such  
1153 individual shall recuse and refrain from voting upon and any manner of participation with respect  
1154 to the matter in question so as to avoid any actual or potential conflict of interest. This  
1155 requirement shall be in addition to all requirements under the Code of Ethics for Municipal  
1156 Officers.

1157  
1158 Governing Committee and Implementation Board Members, members of the Advisory  
1159 Committee or other committee and employees of the Authority shall each submit an annual  
1160 disclosure statement that requires the disclosure of any ownership or property or  
1161 employment/affiliation with any party contracting with the Authority or providing services with  
1162 the Authority. Any Governing Committee Member, Implementation Board Member and member  
1163 of the Advisory Committee or other committee with such ownership interest, employment or  
1164 affiliation shall recuse him or herself from participating in discussions, deliberations, preliminary  
1165 negotiations, and votes if such property or employment/affiliation is directly benefiting from such  
1166 action.

1167  
1168 Notwithstanding anything herein to the contrary, the prohibition on conflicts of interest shall not  
1169 apply to or otherwise prohibit a Governing Committee or Implementation Board Member from  
1170 serving on the respective Board or voting on matters if such Member receives generally the same

1171 interest or benefits as are being made available or provided to a group or class of low-income,  
1172 homeless or formerly homeless persons intended to be the beneficiaries of the services provided  
1173 by or through the Authority. To ensure a diversity of representation on the Implementation Board,  
1174 the Advisory Committee or other committee, nothing herein shall prevent Implementation Board  
1175 Members of such bodies for whom Implementation Board service on which may be a financial  
1176 hardship from receiving a stipend consistent with the stipend policies of similarly situated public  
1177 and nonprofit boards.

## 1178 **ARTICLE IX**

### 1179 **OFFICERS OF AUTHORITY; STAFFING**

#### 1180 **Section 1. Implementation Board Officers.**

1181  
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1184  
1185 The Implementation Board Members shall elect from among themselves persons to serve in the  
1186 following Implementation Board offices: Chairperson and Vice Chairperson. The  
1187 Implementation Board Members may also create the offices of a Treasurer and Secretary which  
1188 may be filled by Implementation Board Members, Authority employees or a Party's employee on  
1189 loan to the Authority. In all cases the Chairperson and the Treasurer may not be the same person,  
1190 and the Chairperson and the Vice Chairperson may not be the same person. The term of any  
1191 officer shall expire one year after the officer is elected, or at such time as such officer's  
1192 membership on the Implementation Board ceases or terminates, whichever is sooner. The  
1193 Implementation Board may, under this Agreement, adopt Bylaws providing for additional  
1194 officers, and, to the extent not inconsistent with this Agreement, may adopt Bylaws governing  
1195 the offices and tenure of officers; the number of positions, powers and duties, and term of each  
1196 office; the manner of appointment, selection, or election of office holders and the appointing,  
1197 selecting, or electing authority; performance of duties of the office upon illness, death, incapacity,  
1198 or absence of the officer; the filling of vacancies; and any qualification for the office and  
1199 conditions upon exercising its powers. Nothing prevents the Implementation Board from  
1200 appointing Co-Chairpersons, or combining the offices of Chairperson and Vice Chairperson into  
1201 co-chairs.

#### 1202 **Section 2. Duties of Officers.**

1203  
1204  
1205 Subject to the control of the Implementation Board, the Chairperson shall have general  
1206 supervision, direction and control of the business and affairs of the Authority. On matters decided  
1207 by the Authority, the signature of the Chairperson alone is sufficient to bind the corporation. The  
1208 Vice-Chairperson shall perform the duties of the Chairperson without further authorization in the  
1209 event the Chairperson is unable to perform the duties of the office due to absence, illness, death,  
1210 or other incapacity, and shall discharge such other duties as pertain to the office as prescribed by  
1211 the Implementation Board. To the extent not provided herein, the officers of the Authority shall  
1212 have the duties as set forth in the Bylaws.

1213

1214 **Section 3. Incapacity of Officers.**

1215  
1216 If the Treasurer or the Chairperson is incapacitated, another officer as provided for in the Bylaws  
1217 shall be authorized to perform such duties without further authorization. The Treasurer is not  
1218 authorized to perform the duties of the Chairperson, nor is the Chairperson authorized to perform  
1219 the duties of the Treasurer.

1220  
1221 **Section 4. Advisory Committee; Committees.**

1222  
1223 The Implementation Board shall recognize a Continuum of Care Board created pursuant to 24  
1224 CFR Part 578 or its successor regulation to act as its Advisory Committee and serve the  
1225 Implementation Board by providing a broad array of perspectives, if such Continuum of Care  
1226 Board takes action to serve as the Implementation Board's Advisory Committee. Members of the  
1227 Advisory Committee shall be appointed by the Implementation Board. In the event that an  
1228 existing Continuum of Care Board takes action to serve as the Authority's Advisory Committee,  
1229 the Implementation Board may confirm any or all of the members of the Continuum of Care  
1230 Board as members of the Advisory Committee, or may appoint new members to the Advisory  
1231 Committee as set forth in the Bylaws or policies approved by the Implementation Board. The  
1232 Advisory Committee shall be comprised of individuals with experience related to preventing and  
1233 ending homelessness, including but not limited to: persons currently experiencing homelessness,  
1234 populations disproportionately impacted by homelessness, Homelessness Services Providers,  
1235 business, healthcare, labor and/or workforce, homeless housing and services, behavioral health  
1236 services, criminal justice system, child welfare and data evaluation.

1237  
1238 The Implementation Board may create additional committees and appoint individuals to such  
1239 committees as set forth in the Bylaws or policies approved by the Implementation Board.

1240  
1241 **Section 5. Chief Executive Officer.**

1242  
1243 **a. (i)** Until the Governing Committee has approved an organizational structure and  
1244 staffing plan, the Authority shall be staffed by employees from the Parties on loan to the  
1245 Authority. Subject to any applicable collective bargaining agreement, the Chief Executive  
1246 Officer may be responsible for supervising staff on loan from the Parties.

1247  
1248 For inclusion among the Goals, Policies, and Plans to be recommended by the  
1249 Implementation Board for Governing Committee approval, the Chief Executive Officer  
1250 shall develop and propose a staffing plan for the Authority. The Chief Executive Officer  
1251 shall within sixty days from his or her date of employment develop, in consultation with  
1252 the Implementation Board, and propose an initial staffing plan for the Authority. The  
1253 Chief Executive Officer may develop and propose subsequent updates to the staffing plan,  
1254 also for inclusion among the Goals, Policies, and Plans to be recommended by the  
1255 Implementation Board for Governing Committee approval.

1256  
1257 In developing the staffing plan, the Chief Executive Officer shall recognize the significance  
1258 of labor rights as well as existing collective bargaining agreements. The Chief Executive  
1259 Officer shall also consider in developing the staffing plan the compensation and working  
1260 conditions of the Parties' existing employees "on loan" to the Authority.

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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.

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

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

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

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

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



1308 c. At the request of the Governing Committee or on at least a quarterly basis, the  
1309 Chief Executive Officer shall provide a written report to the Governing Committee and  
1310 seek input from the Governing Committee on the performance of the Authority, to include  
1311 an evaluation of the implementation of the Five-Year Plan or successor planning  
1312 document, as well as reporting on other performance metrics that may be adopted by the  
1313 Authority.

1314  
1315 d. The Chief Executive Officer shall annually present an overview of the  
1316 Authority’s proposed annual budget, an update on how the Authority is performing  
1317 against performance metrics approved by the Governing Committee to the (1) Seattle City  
1318 Council or a committee thereof, as determined by the Seattle City Council; and (2) King  
1319 County Council or a committee thereof, as determined by the County Council and to the  
1320 Regional Policy Committee, at the discretion of that regional committee. The date of such  
1321 annual presentations shall be determined at the discretion of the Parties.

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1324  
1325 **Section 6. Office of the Ombuds.**  
1326

1327 The Implementation Board shall cause the Authority to either (a) contract with either Party to  
1328 provide ombuds services consistent with the requirements of this Section 6; or (b) create an office  
1329 of the Ombuds (“Office of the Ombuds”) to promote Customer, employee and public confidence  
1330 in the Authority’s ability to effectively, efficiently and equitably serve people experiencing  
1331 homelessness. The Office of the Ombuds shall gather Customer feedback to improve the  
1332 Authority’s operations and outcomes; ensure ease of contact for Customers and provide  
1333 appropriate resources to resolve their concerns; implement strategies to collect, investigate, and  
1334 respond to complaints and concerns about the delivery of services, policies, program  
1335 administration, ~~the Implementation Board,~~ or other activities overseen or funded by the  
1336 Authority; receive complaints from employees and Contract Holders; develop methods to respond  
1337 to complaints or concerns in an equitable, impartial, and efficient manner; and be authorized to  
1338 investigate complaints and issue findings, collect and analyze aggregate complaints data, and  
1339 partner with Authority leadership, the Implementation Board, employees and Customers to design  
1340 and recommend improvements in services, funding or oversight. The Office of the Ombuds shall  
1341 report directly and independently to the Implementation Board on trends in Customer and  
1342 employee feedback and activities undertaken in response to that feedback no less than twice per  
1343 year ~~and shall provide a similar presentation to the Governing Committee at least once per year.~~

1344  
1345  
1346 **ARTICLE X**

1347  
1348 **MEETINGS OF THE AUTHORITY**

1349  
1350 **Section 1. Time and Place of Meetings.**  
1351

1352 a. **Meetings of the Governing Committee.** Regular meetings of the  
1353 Governing Committee shall be held at least four times per year at a regular time and place

1354 to be determined by the Governing Committee by resolution. No later than the last regular  
1355 meeting of the calendar year, the Governing Committee shall adopt a resolution specifying  
1356 the date, time and place of regular meetings for the upcoming calendar year. A copy of  
1357 the resolution shall be distributed in the same manner as notice of special meetings is  
1358 provided pursuant to Section 3 of this Article X. At any regular meeting of the Governing  
1359 Committee, any business may be transacted and the Governing Committee may exercise  
1360 all of its powers. Special meetings of the Governing Committee may be held from time  
1361 to time in accordance with chapter 42.30 RCW (the "Open Public Meetings Act").  
1362

1363 **b. Meetings of the Implementation Board.** Regular meetings of the  
1364 Implementation Board shall be held at least six times per year at a regular time and place  
1365 to be determined by the Implementation Board by resolution. No later than the last regular  
1366 meeting of the calendar year, the Implementation Board shall adopt a resolution  
1367 specifying the date, time and place of regular meetings for the upcoming calendar year.  
1368 A copy of the resolution shall be distributed in the same manner as notice of special  
1369 meetings is provided pursuant to Section 3 of this Article X. At any regular meeting of  
1370 the Implementation Board, any business may be transacted and the Implementation Board  
1371 may exercise all of its powers. Special meetings of the Implementation Board may be  
1372 held from time to time in accordance with chapter 42.30 RCW (the "Open Public  
1373 Meetings Act").  
1374

1375 **Section 2. Notice of Regular Meetings.**  
1376

1377 At the beginning of each calendar year, the Authority shall post on its website the time and place  
1378 of regular meetings of the Governing Committee and the Implementation Board for that calendar  
1379 year. As the Advisory Committee meeting schedule is established, the Authority shall post on its  
1380 website those meeting times and places. In addition, the Authority shall provide reasonable notice  
1381 of such meetings to any individual specifically requesting it in writing. If a regular meeting  
1382 schedule is to be changed by resolution, a copy of the resolution shall be distributed in the same  
1383 manner as notice of special meetings is provided pursuant to Section 3 of this Article X and the  
1384 change posted on the Authority's website.  
1385

1386 **Section 3. Notice of Special Meetings.**  
1387

1388 Except as provided in Sections 10 and 11 of this Article X, notice of all special meetings of the  
1389 Governing Committee and/or the Implementation Board shall be given by the chairperson of the  
1390 respective body or by the person or persons calling the special meeting in accordance with  
1391 RCW 42.30.080 by delivering personally, by electronic mail or by mail written notice at least 24  
1392 hours prior to the time of the meeting to each applicable Member, to each local newspaper of  
1393 general circulation and to each radio or television station that has requested notice and to any  
1394 other individual specifically requesting it in writing, and posted on the Authority's website. The  
1395 call and notice of all special meetings shall specify the time and place of all special meetings and  
1396 the business to be transacted. Notice of special meetings of the Advisory Committee shall comply  
1397 with 24 CFR 578.  
1398

1399 **Section 4. Waiver of Notice.**

1400

1401 Notice as provided herein may be dispensed with as to any Governing Committee Member or  
1402 Implementation Board Member, as applicable, who at or prior to the time the meeting convenes  
1403 files with the Authority a written waiver of notice or who is actually present at the meeting at the  
1404 time it convenes. Such notice may also be dispensed with as to special meetings called to deal  
1405 with an emergency involving injury or damage to persons or property or the likelihood of such  
1406 injury or damage, where time requirements of such notice would make notice impractical and  
1407 increase the likelihood of such injury or damage.

1408

1409 **Section 5. Agendas.**

1410

1411 In accordance with chapter 42.30 RCW (the “Open Public Meetings Act”) for the Governing  
1412 Committee, and the Implementation Board, and in accordance with 24 CFR 578 for the Advisory  
1413 Committee, at least 24 hours before any regular or special meetings, the agenda for that meeting  
1414 shall be posted and also be emailed or otherwise provided to the Seattle Council Clerk and to the  
1415 County Council Clerk.

1416

1417 **Section 6. Open Public Meetings.**

1418

1419 All meetings of the Implementation Board and the Governing Committee shall be open to the  
1420 public if and to the extent required by chapter 42.30 RCW (the “Open Public Meetings Act”).  
1421 The Implementation Board and the Governing Committee may hold executive sessions to  
1422 consider matters enumerated in chapter 42.30 RCW (the “Open Public Meetings Act) or as  
1423 otherwise authorized by law. The meetings of the Advisory Committee shall be open to the  
1424 public, except that the Advisory Committee may hold executive sessions as it deems necessary.

1425

1426 **Section 7. Telephonic Participation**

1427

1428 Implementation Board and the Governing Committee Members may participate in a regular or  
1429 special meeting of the applicable body through the use of any means of communication by which  
1430 all attending Members and members of the public participating in such meeting can hear each  
1431 other during the meeting. Any Member participating in a meeting by such means is deemed to  
1432 be present in person at the meeting for all purposes including, but not limited to, establishing a  
1433 quorum.

1434

1435 **Section 8. Parliamentary Authority.**

1436

1437 The rules in the current edition of Robert’s Rules of Order Newly Revised, 11th Edition, shall  
1438 govern the Authority in all cases to which they are applicable, where they are not inconsistent  
1439 with this Agreement or with the special rules of order of the Bylaws of the respective body.

1440

1441 **Section 9. Minutes.**

1442

1443 Copies of the minutes of all regular or special meetings of the Implementation Board and the  
1444 Governing Committee shall be available to any person or organization that requests them. The

1445 minutes of all Implementation Board and the Governing Committee meetings shall include a  
1446 record of individual votes on all matters requiring Implementation Board and the Governing  
1447 Committee approval.

1448

1449 **Section 10. First Meeting of the Governing Committee.**

1450

1451 The Seattle Mayor and the County Executive shall jointly notice the first meeting of the  
1452 Governing Committee as a special meeting and jointly prepare an agenda. This first meeting  
1453 shall occur within 90 days of the Effective Date or when all members of the Governing Committee  
1454 have been selected in accordance with Section 1 of Article VIII, whichever is first.

1455

1456 **Section 11. First Meeting of the Implementation Board.**

1457

1458 The chair of the Governing Committee shall notice the first meeting of the Implementation Board  
1459 as a special meeting and prepare an agenda. This first meeting shall occur within 60 days of the  
1460 last appointment/confirmation of a Member to Implementation Board in accordance with Section  
1461 1.b.(ii) of Article VIII.

1462

1463

1464

**ARTICLE XI**

1465

1466

**MISCELLANEOUS**

1467

1468 **Section 1. Geographic Limitation.**

1469 The Authority may conduct activities outside of the County, subject, however, to a contract with  
1470 a Subscribing Agency.

1471 **Section 2. Safeguarding of Funds.**

1472

1473 Authority funds shall be deposited in a qualified public depository as required by law. The  
1474 Authority shall establish a special fund with the County treasurer to be designated the “Operating  
1475 fund of the King County Regional Homelessness Authority. The County shall act as the fiscal  
1476 agent and Treasurer of the Authority with the authority to hold and invest funds on the Authority’s  
1477 behalf and make payments for approved expenditures.

1478

1479 **Section 3. Public Records.**

1480

1481 The Authority shall maintain all of its records in a manner consistent with the Preservation and  
1482 Destruction of Public Records Act, chapter 40.14 RCW. The public shall have access to records  
1483 and information of the Authority to the extent as may be required by applicable laws. All costs  
1484 associated with complying with the Public Records Act, chapter 42.56 RCW, shall be borne by  
1485 the Authority.

1486

1487 **Section 4. Reports and Information; Audits.**

1488

1489 Within nine (9) months after the end of the Authority’s fiscal year, the Authority shall file an  
1490 annual report with the Finance Directors of the County and Seattle containing an audited  
1491 statement of assets and liabilities, income and expenditures and changes in the Authority’s  
1492 financial position during the previous year (or unaudited information if an audit is not yet  
1493 available, to be promptly followed by audited information); a summary of significant  
1494 accomplishments; a list of depositories used; a projected operating budget (which may be an  
1495 annual budget, a biennial budget or other form as authorized by State law); a summary of projects  
1496 and activities to be undertaken during the budget period; and a list of members and officers of the  
1497 Implementation Board.

1498

1499 The Authority shall be subject to annual audit by the State Auditor, and by Seattle and the County  
1500 at the option of each. The Authority shall, at any time during normal business hours make  
1501 available to the County Executive, the County Council, the Seattle Mayor, the Seattle City  
1502 Council, and the State Auditor for examination all of the Authority’s financial records.

1503

1504 **Section 5. Performance Audit.**

1505

1506 The County and Seattle will cause a performance audit to be conducted and completed by a  
1507 consulting firm selected by the County and Seattle no later than six years after the Governing  
1508 Committee confirms the initial Five-Year Plan. The performance audit report shall be transmitted  
1509 to the clerks of both the King County Council and the Seattle City Council.

1510

1511 **Section 6. Amendments to Agreement.** No additions to or alterations of the terms of this  
1512 Agreement shall be valid unless made in writing, approved by the legislative authorities of each  
1513 Party and executed by duly authorized agents of each Party.

1514

1515 **Section 7. Nondiscrimination.**

1516

1517 The Authority, its employees, agents, Contract Holders, and subcontractors, if any, shall at all  
1518 times comply with any and all federal, state or local laws, ordinances, rules or regulations with  
1519 respect to non-discrimination and equal employment opportunity, which may at any time be  
1520 applicable to Seattle by law, contract or otherwise, including but not limited to all such  
1521 requirements which may apply in connection with employment or the provision of services to the  
1522 public.

1523

1524 Specifically, except as allowed by law, the following matters or activities shall not be directly or  
1525 indirectly based upon or limited by age, sex, marital status, sexual orientation, race, creed, color,  
1526 national origin, religion, pregnancy, gender, gender identity or expression, genetic information,  
1527 domestic violence victimization, veteran or military status, or the presence of any sensory, mental,  
1528 or physical disability or the use of a trained service animal by a person with a disability:

1529

- 1530 a. Membership on the Implementation Board;
- 1531 b. Employment, including solicitation or advertisements for employees; and
- 1532 c. Provisions of services to and contracts with the public.

1533

1534 **Section 8. Labor Disputes.**

1535

1536 Because labor disputes can lead to work stoppages or adversely impact the ability of the Authority  
1537 to achieve desired outcomes, Seattle and the County have agreed and acknowledged in this  
1538 Agreement that they have an interest in ensuring that the Authority’s operations and progress are  
1539 not interrupted or interfered with by work stoppages or other labor disputes. Accordingly, Seattle  
1540 and the County have agreed, which is hereby confirmed in this Agreement, that the Authority and  
1541 entities that contract with the Authority are required to adhere to labor laws, commit to promoting  
1542 labor harmony, and take reasonable measures to avoid any work stoppages or labor disputes in  
1543 their operations.

1544

1545 **Section 9. Inventory and Property.**

1546

1547 Property, equipment and furnishings for the operations of the Authority shall be acquired by  
1548 Authority as provided by law. If any Party furnishes property, equipment or furnishings for the  
1549 Authority’s use, title to the same shall remain with the respective Party unless that property,  
1550 equipment or furnishings are acquired by the Authority.

1551

1552 **Section 10. Interlocal Cooperation Act.**

1553

1554 a. This Agreement is intended to create a separate governmental administrative entity  
1555 within the meaning of RCW 39.34.030(3) and not a “joint board” within the meaning of  
1556 RCW 39.34.030(4)(a).

1557

1558 b. Each Party will file or post this Agreement as required by RCW 39.34.040.

1559

1560 **Section 11. Notice to the Parties.**

1561

1562 Any formal notice or communication to be given among the Parties to this Agreement shall  
1563 be deemed properly given, if delivered either in physical or electronic means, or if mailed postage  
1564 prepaid and addressed to:

1565

King County  
Attn: Leo Flor, Director, Department of Community and Human Services  
401 Fifth Avenue, Suite 400  
Mailstop CNK-HS-0400  
Seattle, Washington 98104

1570

1571

City of Seattle  
Attn: Jason Johnson, Acting Director, Human Services Department  
700 Fifth Ave., Suite 5800

1572

1573

1574 Seattle, Washington 98104

1575  
1576 **Section 12. Additional Provisions.**

1577  
1578 **a. Integration.** This Agreement contains all of the terms and conditions agreed upon  
1579 by the Parties hereto concerning the establishment of the Authority. No other understandings, oral  
1580 or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind  
1581 any of the Parties hereto. The Parties have read and understand all of this Agreement, and now  
1582 state that no representation, promise, or agreement not expressed in this Agreement has been made  
1583 to induce the officials of the Parties hereto to execute this Agreement.

1584  
1585 **b. Severability.** In the event any provision of this Agreement shall be declared by a  
1586 court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and  
1587 enforceability of the remaining provisions shall not, in any way, be effected or impaired thereby.

1588  
1589 **c. Indemnification among the Parties Hereto.** To the maximum extent permitted  
1590 by law, each party hereto shall indemnify and hold harmless the other Parties and its or their agents,  
1591 employees, and/or officers, from any and all costs, claims, judgments, or awards of damages  
1592 arising out of the negligent acts or omissions of such indemnifying party, its officers, employees  
1593 or agents and shall process and defend at its own expense any and all claims, demands, suits, at  
1594 law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought  
1595 against the other Parties arising out of, in connection with, or incident to this Agreement and the  
1596 indemnifying party's negligent performance or failure to perform any aspect of this Agreement. In  
1597 the event of any such liability arises from the concurrent negligence of the indemnifying party and  
1598 another party, the indemnity obligation of this section shall apply only to the extent of the  
1599 negligence of the indemnifying party and its actors.

1600  
1601 The foregoing provisions specifically and expressly intend to constitute a waiver of each  
1602 party's immunity under industrial insurance, Title 51 RCW, as respects the other party only, and  
1603 only to the extent necessary to provide the indemnified party with a full and complete indemnity  
1604 of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

1605  
1606 **d. No Third Party Beneficiary Rights.** The provisions of this Agreement are for the  
1607 sole benefit of the Parties, and they will not be construed as conferring any rights to any third party  
1608 (including any third party beneficiary rights).

1609  
1610 **e. Counterparts.** This Agreement may be executed in any number of counterparts,  
1611 each of whom shall be an original, but those counterparts will constitute one and the same  
1612 instrument.

1614 This Agreement is APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

1615

1616

1617

1618

1619

1620

1621

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

1622

1623 ATTEST:

1624

1625

1626

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

1628

1629

1630

1631 RECEIPT ACKNOWLEDGED BY:

1632

1633

1634

1635

1636

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

1637

1638

1639

1640 ATTEST:

1641

1642

1643

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

1644