

**AMENDED AND RESTATED 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**

Amended and Restated DATE

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**AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR THE
ESTABLISHMENT
OF THE KING COUNTY REGIONAL HOMELESSNESS AUTHORITY
AMENDED AND RESTATED DATE**

This Amended and Restated Interlocal Agreement (“Agreement”) for the Establishment of the King County Regional Homelessness Authority is between The City of Seattle, a first-class city of the State of Washington (“Seattle”) and King County (the “County”), the largest urban County of the State of Washington.

RECITALS:

WHEREAS, the federal and Washington State governments, the County, and jurisdictions across the County, including Seattle, currently fund programs to provide services to individuals and families experiencing homelessness, but homelessness and housing insecurity remain chronic and serious problems; and

WHEREAS, the County and Seattle entered into a Memorandum of Understanding on May 3, 2018, proposing a partnership to more effectively and consistently coordinate their provision of such services; and

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

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

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

WHEREAS, Seattle and the County entered into the Interlocal Agreement for the Establishment of the King County Regional Homelessness Authority (“Authority”), effective December 18, 2019 (the “Original ILA”); and

WHEREAS, the Authority serves a key role in rendering homelessness in King County rare, brief, and non-recurring; and

WHEREAS, with the Original ILA having been in effect for nearly five years, Seattle and the County have determined that changes are desired, including streamlining the governance structure to improve oversight and accountability and making other changes to clarify roles, responsibilities, and processes, with the overall goal of facilitating the effective delivery and coordination of services for individuals experiencing homelessness.

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

ARTICLE I DEFINITIONS

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

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

“Annual Budget” means the Authority’s annual budget, approved by the Governing Board, inclusive of all committed and anticipated fund sources, for the most current or upcoming calendar year.

“Amendment Effective Date” is the date when the Amended and Restated Agreement is effective, which shall be the date of the last signature of a Party.

“Agreement” means the Original ILA (defined in the Recitals) as amended and restated herein.

“Authority” means the King County Regional Homelessness Authority formed by the Parties as a separate governmental administrative agency pursuant to RCW 39.34.030.

“Bylaws” mean the Bylaws of the Governing Board, as they may be amended from time to time.

“Chief Executive Officer” means the Chief Executive Officer confirmed by the Governing Board as provided herein.

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

“Continuum of Care” or “CoC” means the Federal Department of Housing and Urban Development’s Continuum of Care Program (24 CFR 578) as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act and related requirements and responsibilities.

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

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

“County Executive” means the King County Executive.

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

“Five-Year Plan” means the five-year implementation plan developed by the Authority and approved by the Governing Committee on June 1, 2023, as amended or replaced by any successor plan the Governing Board approves to guide long-term planning efforts.

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

“Funding Request” means the budget that the Authority submits to each Party for consideration for the following fiscal year.

“Governing Board” means the board established pursuant to this Agreement to serve as the governing and oversight body for the Authority.

“Governing Board Member(s)” or “Member(s) of the Governing Board” shall mean individuals appointed to the Governing Board.

“Governing Committee” means the oversight committee established pursuant to Article VIII of the Original ILA that served as the administrator for the Authority during the Original ILA’s term.

“Homeless Services” means programs that serve Customers’ immediate needs related to homelessness and housing instability, such as congregate and non-congregate shelter, hygiene centers, diversion programs, rapid rehousing programs, safe parking, including for recreational vehicles, and transitional housing.

“Homeless Services Provider” means an entity that provides Homeless Services to Customers.

“Implementation Board” means the body that was responsible for advising the Governing Committee during the Original ILA’s term.

“Interlocal Cooperation Act” means chapter 39.34 RCW as the same now exists or may hereafter be amended, or any successor act or acts.

“Lived Experience” means current or past experience of housing instability or homelessness, including individuals who have accessed or sought Homeless Services while fleeing domestic violence and other unsafe situations.

“Master Services Agreement” means the contract between the Authority and a Party that memorializes the services the Authority will provide in exchange for the Party’s funding of the Authority or other consideration.

“Original ILA” is defined in the Recitals.

“Policies and Plans” means 1) major strategic documents which identify goals, strategies, or actions that drive and inform the Authority’s major bodies of work, including but not limited to the Five-Year Plan, sub-regional plans and annual work plans; 2) performance metrics used to assess agency, provider, and system performance; and 3) a course of action that substantially

changes the Authority's delivery of Homeless Services, including major changes in procurement policies that may lead to significant shifts in the types and availability of services provided.

"Party" or "Party to this Agreement" means the County and Seattle individually. "Parties" means the County and Seattle collectively.

"RCW" means the Revised Code of Washington.

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

"SCA" means the Sound Cities Association or successor interest.

"Seattle" means The City of Seattle, a municipal corporation and first-class home rule city organized under the laws of the State of Washington.

"Seattle City Council" means the legislative authority of Seattle.

"Seattle Mayor" means the Mayor of Seattle.

"State" means the State of Washington.

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

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

ARTICLE II

AUTHORITY FOR KING COUNTY REGIONAL HOMELESSNESS AUTHORITY

Section 1. King County Regional Homelessness Authority.

In accordance with RCW 39.34.030, this Agreement is entered into by and between Seattle and the County to establish a separate governmental administrative agency to accomplish the purpose and mission set forth herein and as this Agreement may be amended from time to time. The name of such agency shall be the “King County Regional Homelessness Authority” (the “Authority”). The Authority is a public agency formed pursuant to this Agreement and Interlocal Cooperation Act for the purposes set forth herein.

ARTICLE III

DURATION OF AUTHORITY

Section 1. Term of Agreement. This Agreement was first effective on December 18, 2019, for an initial duration of five years and the term continues in effect for an indefinite period until terminated by either Party.

Section 2. Termination. Either Party may terminate this Agreement by an authorizing resolution or motion of its legislative body that is delivered to the other Party, with a copy to the Authority. The effective date of the termination shall not be less than 12 months from the date that the County’s motion or Seattle’s resolution has been delivered to the other Party, with a copy to the Authority, unless the Mayor of Seattle and King County Executive jointly agree that termination can and should occur more quickly. The Parties shall jointly undertake 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, SCOPE OF WORK, AND GUIDING PRINCIPLES OF THE AUTHORITY

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

- A. Administering funding for consolidated, aligned homelessness 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;
- B. Receiving Resources from the County, Seattle, Funders and other public, federal, non-profit and other private sources for the purposes of the Authority, and applying such Resources as permitted by this Agreement; and
- C. Providing such other services as determined to be necessary to implement this Agreement.

Section 2. Mission. Administering effective, performance-based Homeless Services to support a high-functioning homelessness crisis response system to significantly decrease the incidence of unsheltered homelessness across King County using equity and social justice principles.

Section 3. Scope of Work. The focus and scope of the Authority's work shall encompass the following activities:

- A. Administer contracts for Homeless Services programs that are in keeping with Policies and Plans adopted by the Governing Board and supported by Authority Resources, that support providing consolidated, aligned services for individuals and families who are experiencing homelessness or who are at imminent risk of experiencing homelessness in King County,
- B. Conduct competitive procurement processes for Homeless Services,
- C. Improve the delivery and coordination of Homeless Services, including through development of performance outcomes, standardized contract terms, strategic use of data, providing training to Homeless Service providers, and building the capacity of Homeless Service providers to implement best practices and service improvements,
- D. Develop severe weather policies and administer severe weather responses for people experiencing homelessness, including contracts for seasonal weather shelters,
- E. Serve as the Continuum of Care Lead Entity, as long as designated as such, which includes:
 - 1. Administering the Coordinated Entry System,
 - 2. Coordinating the regular Continuum of Care application to the Department of Housing and Urban Development,

3. Administering the Homelessness Management Information System (HMIS),
4. Administering Continuum of Care contracts, as applicable, and
5. Conducting the Point in Time Count,

F. Collect, evaluate, and report on data regarding the performance of homelessness programs and the homelessness system as a whole and standardize the collection of data to facilitate reporting,

G. Lead and implement Sub-Regional Planning activities in consultation with the various cities within each of the sub-regions, along with input from the Governing Board, and the Sound Cities Association as appropriate,

H. Maintain an Office of the Ombuds (see Article IX, Section 6 for more detail),

I. Implement the Five-Year Plan, or successor plans,

J. Other responsibilities as approved by the Governing Board, including through the adoption of Policies and Plans and acceptance of new funding, and

K. The Authority's role related to the provision of permanent housing shall be limited to those activities for which it is responsible in its role as COC Lead Entity and other activities the Governing Board has provided the Authority approval to explicitly contract for with Funders.

Section 4. Guiding Principles. The Parties agree that the establishment of the Authority is necessary to consolidate funding and contracts for homelessness crisis response under one regional entity that acts according to the following principles, as may be amended by the Governing Board from time to time:

A. The Authority shall establish ongoing procedures, policies and mechanisms to ensure accountability to its Customers, its contract agencies, its Funders, and the public.

B. The Authority shall be accountable in its decision-making processes and strategic planning to its Customers' experiences and to persons with Lived Experience.

C. The Authority shall proactively address racial-ethnic and other statistical disproportionalities amongst the population of people experiencing homelessness, such as, but not limited to, racism, ableism, homophobia, and other forms of inequities in the development, delivery, and evaluation of services in the homeless service system.

D. The Authority shall make data-driven decisions and develop policies and practices to incorporate best practices and quantitative and qualitative data in the development of policies, programs, and funding decisions. It shall collect and analyze a broad array of data reflecting the performance and impact of its funded programs. The Authority shall collect and analyze data that enables tailored approaches for communities

disproportionately impacted by the experience of homelessness and different sub-regions within King County. The Authority shall establish community-informed indicators, performance measures, and outcomes that draw on both quantitative and qualitative data.

E. The Authority shall support continuous improvement of key systems and evaluate community impact, including community engagement, Customer engagement, Continuum of Care compliance, and an Office of the Ombuds.

F. The Authority shall advance equity and social justice in its processes, policies, and outcomes by proactively seeking to eliminate racial-ethnic disproportionalities and other statistically disproportionate inequities in the population experiencing homelessness and to eliminate disparities in outcomes for people experiencing homelessness. The Authority shall establish and operate under an equity-based decision-making framework to inform its policy recommendations to the Governing Board, business process, and funding decisions. This equity-based decision-making framework shall provide for inclusion of Customers of the service system in decisions that will affect them; specify a framework for examining policy and making recommendations to the Governing Board, business process, and funding decisions with an explicit equity and racial justice analysis; and shall make recommendations to the Governing Board on how to measure, evaluate, and respond to the impact of its decision-making on its goals of advancing equity. This framework shall be informed by people with Lived Experience and be approved by the Governing Board of the Authority.

G. The Authority shall, where possible and as revenue and budgeting allows, implement and support contracting processes and provider staff pay structures that promote high quality services, service system professionalization, and reduction of undue provider staff turnover.

H. The Authority shall be guided by housing first and other approaches consistent with research, best practices, and innovation and that address the individual needs of those experiencing homelessness, including but not limited to comprehensive substance use disorder treatment, recovery housing, and behavioral health services.

I. The Authority shall value distinctions in local context, needs and priorities through effective Sub-Regional Planning Activities. The Authority shall provide capacity to work with stakeholders from geographically diverse parts of the region to analyze, identify, and implement priority services distinct to those sub-regions. Sub-regions shall be defined by the Governing Board, taking into consideration established sub-regional definitions including the spheres of influence for A Regional Coalition for Housing (ARCH) and the South King Housing and Homeless Partners (SKHHP) as well as any established County guidance.

J. When appropriate, the Authority shall solicit feedback from contracted Homeless Service Providers to help inform decision-making processes, strategic planning, and efforts to improve the delivery and coordination of Homeless Services.

ARTICLE V POWERS OF AUTHORITY

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

- A. Own, lease, acquire, dispose of, exchange and sell real and personal property;
- B. Contract for any Authority purpose with individuals, associations and corporations, municipal corporations, the County, Seattle, any city other than Seattle, any agency of the State or its political subdivisions, and the State, any Indian Tribe, and the United States or any agency or department thereof;
- C. Provide for, carry out, and implement the provisions of this Agreement;
- D. Sue and be sued in its name;
- E. Lend its monies, property, credit or services, or borrow money;
- F. Do anything a natural person may do;
- G. Perform and undertake all manner and type of community services and activities in furtherance of the carrying out of the purposes or objectives of any program or project heretofore or hereafter funded in whole or in part with funds received from the United States, State, county, or other political entity, or any agency or department thereof, or any other program or project, whether or not funded with such funds, which the Authority is authorized to undertake by federal or State law, County, or Seattle ordinance, County motion or Seattle resolution, by agreement with the County, Seattle, or as may otherwise be authorized by the County or Seattle;
- H. Transfer any funds, real or personal property, property interests, or services, with or without consideration;
- I. Receive and administer governmental or private property, funds, goods, or services for any lawful public purpose;
- J. Purchase, acquire, lease, exchange, mortgage, encumber, improve, use, manage, or otherwise transfer or grant security interests in real or personal property or any interests therein; grant or acquire options on real and personal property; and contract regarding the income or receipts from real property;

- K. Secure financial assistance, including funds from the United States, a state, or any political subdivision or agency for either Authority projects or activities;
- L. Contract for, lease, and accept transfers, gifts or loans of funds or property from the United States, a state, and any political subdivision or agency of either, including property acquired by any such governmental unit through the exercise of its power of eminent domain, and from corporations, associations, individuals or any other source, and to comply with the terms and conditions thereof;
- M. Manage, on behalf of the United States, a state, and any political subdivision or agency of either, any property acquired by such entity through gift, purchase, construction, lease, assignment, default, or exercise of the power of eminent domain;
- N. Initiate, carry out, and complete such capital improvements of benefit to the public consistent with this Agreement;
- O. Recommend to the United States, a state, and any political subdivision or agency of any of them, such security measures as the Authority may deem appropriate to maximize the public interest in the County;
- P. Provide advisory, consultative, training, educational, and community services or advice to individuals, associations, corporations, or governmental agencies, with or without charge;
- Q. Control the use and disposition of Authority property, assets, and credit;
- R. Invest and reinvest its monies;
- S. Fix and collect charges for services rendered or to be rendered, and establish the consideration for property transferred;
- T. Maintain books and records as appropriate for the conduct of its affairs and make such books and records available as required by law and this Agreement;
- U. Carry on its operations, and use its property as allowed by law and consistent with this Agreement; designate agents, and hire employees, prescribing their duties, qualifications, and compensation; and secure the services of consultants for professional services, technical assistance, or advice; and
- V. Exercise and enjoy such additional powers as may be authorized by law, except as may be expressly limited by the terms of this Agreement.

ARTICLE VI

LIMITS ON AUTHORITY POWERS

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

- A. The Authority shall have no power to issue debt or to levy taxes.
- B. The Authority may not incur or create any liability that permits recourse by any contracting party or member of the public against any assets, services, Resources, or credit of the County or Seattle, unless otherwise explicitly agreed to in writing by such Party.
- C. No funds, assets, or property of the Authority shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall any funds or a substantial part of the activities of the Authority be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, or any state legislature or any governing body of any political entity; provided, however, that funds may be used for representatives and staff of the Authority to communicate with governmental entities and members of Congress of the United States or any state legislature or any governing body of any political entity concerning funding and other matters directly affecting the Authority, so long as such activities do not constitute a substantial part of the Authority's activities and unless such activities are specifically limited in this Agreement.
- D. All revenues, assets, or credit of the Authority shall be applied toward or expended upon services, projects, and activities authorized by this Agreement. No part of the revenues, assets or credit of the Authority shall inure to the benefit of, or be distributable as such to, Governing Board Members, members of the Advisory Committee or other committees, officers or other private persons, except that the Authority is authorized and empowered to:
 - 1. Provide a per diem to nongovernmental Governing Board Members who request compensation because serving on the Governing Board presents a financial hardship;
 - 2. Reimburse Governing Board Members, members of the Advisory Committee or other committee, and employees and others performing services for the Authority for reasonable expenses actually incurred in performing their duties, and compensate employees and others performing services for the Authority a reasonable amount for services rendered;
 - 3. Assist Governing Board Members, members of the Advisory Committee or other committee, or employees as members of a general class of persons who receive services provided by or through the Authority as long as no special privileges or treatment accrues to such Governing Board Members, members of the Advisory Committee or other committee or employees by reason of their status or position in the Authority;

4.To the extent permitted by law, as subject to the provisions of Section 5 of Article VIII, defend and indemnify any former Implementation Board members, any former Governing Committee members, any current or former Governing Board Members, or employees;

5. Purchase insurance to protect and hold personally harmless any former Implementation Board members, former Governing Committee members, current or former Governing Board Members, or employees and their successors from any action, claim, or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties for, or employment with, the Authority during the applicable time periods of their performance and to hold these individuals harmless from any expenses connected with the defense, settlement, or monetary judgments from such actions, claims, or proceedings. The purchase of such insurance and its policy limits shall be discretionary with the Governing Board, and such insurance shall not be considered to be compensation to the insured individuals. The powers conferred by this Subsection 1.D.5. of Article VI shall not be exclusive of any other powers conferred by law to purchase liability insurance; and

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

E.. The Authority shall not issue shares of stock, pay dividends, make private distribution of assets, make loans to its Governing Board Members, committee members, or employees or otherwise engage in business for private gain.

Section 2. Limitation on Liability.

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

Section 3. Mandatory Disclaimer.

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

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

ARTICLE VII BUDGETING AND CONTRACTING

Section 1. Provision of Funds.

A. The Authority shall annually submit a Funding Request to each of the Parties. Funding Requests shall be made by the Authority to the Parties at the time and in the form as determined to be necessary to comply with the fiscal and budget cycles of the individual Party and that is consistent with the annual budget instructions issued by each Party’s Executive branch. Parties shall provide monies to the Authority subject to the terms of each Party’s Master Services Agreement, the additional provisions in this Article VII, Section 1, and subject to each Party’s appropriation authority.

B. The Authority shall present its Funding Requests to each Party, as described in Section 1.A. of this Article VII, to the Governing Board for review prior to submitting it to each Party.

C. The Authority shall submit an Annual Budget to the Governing Board for review and adoption. The Authority’s Annual Budget shall be consistent with the funding appropriated by each Party in that Party’s adopted budget and any other applicable restrictions. The Governing Board should strive to approve the Authority’s Annual Budget for the coming fiscal year in advance of the fiscal year effective date but shall approve the Annual Budget no later than January 31 of the fiscal year in question. The Governing Board may provide further direction on additional information needed and the preferred form, level of detail, and timing of receipt.

D. It is Seattle’s intent to provide at least the same level of funding to the Authority that it budgeted in 2019 for the Homeless Services contracts anticipated to be transferred to the Authority and related administrative expenses, in all cases subject to annual budget appropriations. In 2019 that amount was approximately \$73,000,000. Seattle’s funding shall be reduced to the extent Seattle directly pays for programs and administration.

E. It is the County’s intent to provide at least the same level of funding to the Authority that it budgeted in 2019 for the Homeless Services contracts anticipated to be transferred to the Authority and related administrative expenses, subject to annual budget appropriations. In 2019 that amount was approximately \$55,000,000. In accordance with the foregoing, the County anticipates providing the following to the Authority, in all cases subject to budget appropriations.

1. The County agrees to make facilities available to the Authority for Authority

operations. The County's funding to the Authority in Section 1.E. of this Article VII shall include the value of County space contributed by the County to the Authority.

2. The County's funding in Section 1.E. of this Article VII shall be reduced to the extent the County directly pays for programs and administration.

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

G. The Parties shall use their best efforts to coordinate the development of their respective Master Agreements to ensure consistency and that the Authority shall be provided adequate Resources to optimize the provision of Homeless Services with appropriate accountability.

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

I. Seattle or the County may reduce their expected funding, set forth in Sections 1.D. and 1.E. of this Article VII respectively, commensurate with reductions or eliminations of funding available for homelessness programs or services, by providing written notice to the Authority and executing a unilateral amendment to the affected Party's Master Services Agreement.

J. The Authority shall comply with all Federal, State, Seattle and County statutory and legal requirements, as applicable, in respect to all grant funds contributed by each Party.

K. The Authority shall be subject to annual audits by the State Auditor, and by Seattle and the County, at the option of each.

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

A. An annual operating budget displaying the various sources and uses of Authority revenues, with expenditures aggregated and disaggregated based on source;

B. Quarterly reporting on expenditures against budget, as well as full transparency into on-going spending provided by access to the Authority's financial systems;

C. Standards and procedures for the awarding of contracts to service providers, including means to measure outcomes;

D. Annual reports showing comparative outcomes by service providers and evaluations of contract performance;

E. Monthly reporting on cashflow projections when Authority cash balance becomes negative for two consecutive months or more.

F. An annual performance update on the Five-Year Plan or successor planning document.

Section 3. Subscribing Agency Service Contracts for the Provision of Homeless Services.

Subject to Board approval as needed under Article XI, Section 1, nothing herein shall prohibit the Authority from entering into contracts with Subscribing Agencies (“Subscribing Agency Contracts”) so long as (i) such contracts are subject to the availability of grant or other funding, (ii) upon request, copies of such contracts be provided to a Party, and (iii) such Subscribing Agency Contracts do not impair the obligations of the Authority to any Party or any other contractors. In consideration for the Authority providing such Homeless Services to a Subscribing Agency, that Subscribing Agency shall either provide Resources to the Authority or align the Subscribing Agency’s provision of related services consistent with the Authority’s budget, the Five-Year Plan or successor planning document, and the Authority’s Policies and Plans as approved by the Governing Board. The Authority shall fund and provide services across the County regardless of whether a local jurisdiction is a Subscribing Agency to this Agreement.

**ARTICLE VIII
ORGANIZATION OF AUTHORITY**

Section 1. Governing Board. As of the Amendment Effective Date, the Implementation Board and Governing Committee created under the Original ILA are superseded and replaced by a Governing Board comprised of elected officials serving ex officio and other members representing individuals with Lived Experience, as described in this Article VIII. The Governing Board shall act as the governing and oversight body for the Authority and shall have the powers set out in this Agreement.

A. Governing Board Composition. The Governing Board shall be composed of the following members:

1. The County Executive;
2. Two (2) members of the King County Council. One (1) of the two (2) Councilmembers shall represent a district that is in whole or in part located in Seattle and one (1) shall represent a district outside of Seattle;
3. Seattle Mayor;
4. Two (2) members of the Seattle City Council;

5. Three (3) members who shall be elected officials from cities or towns other than Seattle and shall be appointed by the Sound Cities Association; and

6. Three (3) members representing individuals with Lived Experience. The City of Seattle, King County, and Sound Cities Association shall each appoint one member with Lived Experience. Each of these members should possess demonstrable expertise, experience, and/or skill in one or more of the areas specified below:

- a. Implementation of policies and practices that promote racial-ethnic equity within an organization of similar size and responsibility to the Authority,
- b. Fiscal oversight of entities with budgets of similar size to the Authority,
- c. Direction or oversight of business operations and/or strategy of a large public or private entity or organization,
- d. Federal Continuum of Care program governance and operations,
- e. Provision of services for persons experiencing homelessness or related social services with an emphasis on serving populations disproportionately represented among those experiencing homelessness, and
- f. Academic research on topics related to homelessness and/or performance evaluation.

The elected members of the Governing Committee established under the Original ILA shall serve as members of the Governing Board until their existing respective terms end. The members who represented individuals with Lived Experience on the Governing Committee under the Original ILA shall continue serving as members on the Governing Board until the respective appointments are made by the City of Seattle, King County, and Sound Cities Association.

When future Governing Board members are selected, each respective bloc referenced above in this Section 1.A. of Article VIII shall notify the other blocs of the names and contact information for that bloc's selected members. Notice to the County shall be sent to both the County Executive and the Chair of the County Council. Notice to Seattle shall be sent to both the Seattle Mayor and the president of the Seattle City Council. Notice to SCA shall be sent to the SCA Executive Director.

B. Transition Matters. All prior actions of the Governing Committee and Implementation Board, including but not limited to the adoption of the Five-Year Plan, shall remain valid and in force until those actions expire by their nature or until superseded or repealed by the Governing Board. The Implementation Board may continue to meet in an advisory capacity through the end of 2024 and may, in its discretion, provide the Governing Board with a final report. The indemnification provisions under Article VIII, Section 5 of the Original ILA shall continue in effect with respect to Governing Committee and Implementation Board members for the duration of any applicable statute of limitations period.

Section 2: Powers and Authority of the Governing Board

The Governing Board is responsible for setting strategic policy direction for the Authority, providing fiscal oversight, and ensuring the Authority is making adequate progress in fulfilling its mission. The powers and authority of the Governing Board include:

A. Approving or amending:

1. Policies and Plans, as defined in Article I,
2. Annual Budgets, including staffing and organizational structure, and
3. New or expanded initiatives and programs.

B. Approving and monitoring performance metrics and monitoring and evaluating the performance of the Homeless Services system and Homeless Services programs funded by the Authority, and directing changes as needed to improve performance.

C. Providing fiduciary oversight, including through:

1. Annual review of year-end financial reports, and
2. Monitoring of year-to-date financials reports at least quarterly.

D. Monitoring the Authority's progress on the timely implementation of goals and key deliverables associated with Policies and Plans, including review of an annual work plan that contains projects and activities to be undertaken during the budget period.

E. Staying apprised of significant staffing and organizational changes.

F. Ensuring the Authority has effective leadership in place by conducting an annual Chief Executive Officer ("CEO") performance evaluation based on well-defined and mutually agreed upon performance expectations, overseeing CEO hiring and termination processes, establishing a process for determining an appropriate compensation package, and implementing other actions as needed to fulfill these obligations.

G. Approving policies and procedures for competitive procurement of services, including but not limited to policies concerning the allocation of funding across program types and across cities, towns, and unincorporated areas in King County. This includes any re-procurement of services across the system or within a major service category.

H. Approving policies and procedures for oversight of major expenditures and other transactions, to include but not be limited to delegation of contracting authority to the CEO and the minimum standards for procurement of goods, services, and property.

I. Regularly receiving and reviewing information from the Authority, in its capacity as the CoC Lead Entity, on issues such as Coordinated Entry performance and success in receiving CoC funds.

J. Providing direction to the CEO to initiate conversations with the CoC Board or HUD if changes are needed to improve performance in areas related to the CoC.

K. Consulting with CEO on labor parameters for the negotiation of any labor agreements with specifics provided for in Board by-laws as needed.

The Governing Board may reasonably expect and request Authority staff to provide information necessary to ensure it can carry out these powers and authority. The Governing Board may delegate discrete powers and authorities to subcommittees as described in bylaws or by resolution. The Governing Board may elect to delegate discrete powers and authorities under subsection B., D., G. and I. of this Section 2 to the CEO.

Section 3: Actions Requiring Approval by Resolution and Voting. A general or particular authorization and concurrence of the Governing Board by resolution shall be necessary for any of actions specified elsewhere in this Agreement for Governing Board approval or authorization and as provided in Section 3 of this Article VIII.

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

A. The following actions of the Governing Board shall require an affirmative vote of a majority of Governing Board Members present, provided quorum requirements in Section 4 of this Article VIII are met:

1. Recommend to the County Council and Seattle City Council amendments to this Agreement;
2. Adopt and amend Bylaws of the Governing Board;
3. Approve performance metrics;
4. Approve an annual work plan for the Authority;
5. Approve new or revised sub-regional plans;
6. Change the name of the Authority;
7. Accept or convey an interest in real estate, except for i) lien releases or ii) satisfactions of a mortgage after payment has been received, or iii) the execution of a lease for a current term less than one (1) year;
8. To the extent permitted by State law, accept donation of money, property or other assets made to the Authority;
9. Adopt internal policies and procedures for oversight of major expenditures and other transactions;

10. Approve labor agreement for Authority staff.

B. The following actions shall require an affirmative vote of a two- thirds majority of Governing Board Members present, provided quorum requirements in Section 4 of this Article VIII are met:

1. Approve or amend Policies and Plans;
2. Approve or amend the Annual Budget;
3. Confirm the Chief Executive Officer.

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

Section 4: Organization

A. **Officers.** Members of the Governing Board shall elect officers as provided under Article IX.

B. **Quorum.** At all meetings of the Governing Board, a quorum of the Governing Board must be present to do business on any issue. A quorum shall be defined as nine (9) members.

C. **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 Board and such Members shall serve until replaced or until no longer a member of their respective Council. The Governing Board 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 Board Members representing individuals with Lived Experience shall serve for up to twenty-four months or as further defined in Governing Board by-laws.

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

E. **Forfeiting a Governing Board Member Position.** Pursuant to this Section 4 of Article VIII, forfeiture of a governing board membership position shall be effective immediately unless otherwise provided in the resolution. Any successor shall be selected in the same manner as the appointment for the forfeited Governing Board Member position.

Section 5. Right to Indemnification.

Each person who was, or is threatened to be made a party to or is otherwise involved (including,

without limitation, as a witness) in any actual or threatened action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Governing Board Member or employee of the Authority, or was a former member of either the Governing Committee or Implementation Board, acting within the course and scope of carrying out duties under this Agreement, whether the basis of such proceeding is alleged action in an official capacity as a director, trustee, officer, employee, or agent, or in any other capacity relating to the Authority, shall be indemnified and held harmless by the Authority to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorneys' fees, judgments, fines and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be in such position and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in this Section 5 of Article VIII with respect to proceedings seeking to enforce rights to indemnification, the Authority shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Governing Board; provided, further, the right to indemnification conferred in this Section 5 of Article VIII shall be a contract right and shall include the right to be paid by the Authority the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Authority of an undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified under this Section 5 of Article VIII or otherwise.

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

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

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

If a claim under this Section 5 of Article VIII is not paid in full by the Authority within sixty (60) days after a written claim from a person indemnified under this Section has been received by the Authority, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit against the Authority to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Section 5 of Article VIII upon submission of a written claim from a third-party that on its face is covered by Authority's indemnification obligation (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Authority), and thereafter the Authority shall have the burden of proof to overcome the presumption that the claimant is so entitled. Neither the failure of the Authority (including the Governing Board or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is

proper nor a determination by the Authority (including its Governing Board Members or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

The right of indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section 5 of Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Agreement, Bylaws, any other agreement or otherwise.

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

Section 6. Conduct; Code of Ethics.

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

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

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

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

Governing Board Members, members of the Advisory Committee or other committee and

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

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

ARTICLE IX OFFICERS OF AUTHORITY; STAFFING

Section 1. Officers.

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

Section 2. Duties of Officers.

The officers shall perform duties customarily performed by officers of a board. On matters decided by the Governing Board, the signature of the Chairperson alone is sufficient to bind the corporation. The Vice-Chairperson shall perform the duties of the Chairperson without further authorization in the event the Chairperson is unable to perform the duties of the office due to absence, illness, death, or other incapacity, and shall discharge such other duties as pertain to the office as prescribed by the Governing Board. To the extent not provided herein, the officers of the Authority shall have the duties as set forth in the Bylaws.

Section 3. Incapacity of Officers.

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

Section 4. Advisory Committee; Committees.

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

Governing Board by providing a broad array of perspectives, if such Continuum of Care Board takes action to serve as the Governing Board's Advisory Committee. In the event that an existing Continuum of Care Board takes action to serve as the Authority's Advisory Committee, the Governing Board may confirm any or all of the members of the Continuum of Care Board as members of the Advisory Committee. The Advisory Committee shall be comprised of individuals with experience related to preventing and ending homelessness, including but not limited to: persons currently experiencing homelessness, populations disproportionately impacted by homelessness, Homelessness Services Providers, business, healthcare, labor and/or workforce, homeless housing and services, behavioral health services, criminal justice system, child welfare and data evaluation. The Advisory Committee membership composition must comply with the United States Department of Housing and Urban Development's Continuum of Care Board requirements defined in 24 CFR Part 578 or its successor regulations and should maximize the Seattle King County Continuum of Care's competitiveness for federal funds. Advisory Committee members shall not concurrently serve as members of the Governing Board.

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

Section 5. Chief Executive Officer.

A. The Chief Executive Officer ("CEO") is responsible to the Governing Board for the effective operations of the Authority and for carrying out all Policies and Plans approved by the Governing Board.

B. The CEO shall work with the Governing Board to create a process that allows Governing Board members sufficient time and opportunity to review, provide guidance on, and help shape Policies and Plans.

C. The CEO and/or his or her designee shall be the lead party responsible for negotiating labor agreements and shall negotiate such agreements based on consultations with the Governing Board.

D. The CEO shall recognize the significance of labor rights and existing collective bargaining agreements. The CEO shall also consider the compensation and working conditions of the Parties' existing employees "on loan" to the Authority, if applicable.

E. The CEO is responsible for meeting any reporting deadlines established herein or by Governing Board resolution.

F. The CEO shall track and report on philanthropic activities and contributions, including both to the Authority and other major investments or initiatives by philanthropy in King County to address homelessness.

G. The CEO shall provide regular reports on CoC activities, including a timeline of key CoC application milestones, the content of the most recent CoC application to be submitted to HUD, the outcome of the Authority's CoC application, and information on the operations and outcomes of Coordinated Entry and permanent supportive housing with CoC funds. The CEO reports should also proactively identify any CoC related issues or challenges and keep the Governing Board apprised of planned actions to address them.

H. The CEO shall provide on-going reporting and documentation to the Governing Board as needed or requested to ensure the Governing Board can provide sufficient fiduciary oversight, strategic and policy direction, and performance monitoring of the Authority. At a minimum, the Authority shall provide the following, working in consultation with the Governing Board on the specifics to be included and the requisite format:

1. Quarterly and year-end financial reports comparing actuals against budgeted amounts at the programmatic level and year-end projected expenditures based on actuals to date.
2. Quarterly reports on the progress of the Authority, including key performance metrics and progress on implementing the Authority's annual work plan.
3. When Authority cash flow balances are negative for two months in a row, the CEO or a designee must present to the KCEO Finance committee and receive authorization for temporary use of County's cash pool to cover the Authority's negative cash position.

I. The CEO shall annually present an overview of the Authority's Proposed Budget, progress on the annual work plan, and an update on how the Authority is performing against performance metrics approved by the Governing Board, to the (1) Seattle City Council or a committee thereof, as determined by the Seattle City Council; and (2) King County Council or a committee thereof, as determined by the County Council. The date of such annual presentations shall be determined at the discretion of the Parties.

J. The following may be delegated to the CEO: (1) the authority to sign documents and contracts on behalf of the Authority; and (2) such other duties as delegated or assigned by the Governing Board.

K. The CEO shall cause the Authority to carry out the Policies and Plans to be approved by the Governing Board, including through contracting for services, contracting to provide Homeless Services, making funding awards and doing all things necessary to oversee and carry out the implementation of the Authority's programs.

L. The CEO shall actively and continuously consider and evaluate all means and opportunities to further the enhancement of operational effectiveness of Homeless Services.

Section 6. Office of the Ombuds.

The Authority shall operate an Office of the Ombuds ("Office of the Ombuds") to promote public confidence in the Authority's ability to effectively, efficiently and equitably serve Customers. The Office of the Ombuds shall gather information from Customers, Contract Holders, and community members to support the Authority's efforts to improve the operations and outcomes of the Authority's Contract Holders; ensure ease of contact for Customers, Contract Holders, and community members and provide appropriate resources to resolve their concerns; implement strategies to collect, investigate, and respond to complaints and concerns about the delivery of Homeless Services, policies, program administration, or other activities overseen or funded by the Authority; develop methods to respond to complaints or concerns in an equitable, impartial, and efficient manner; and be authorized to investigate complaints and issue findings, collect and

analyze aggregate complaints data, and consult with Authority leadership and Customers, Contract Holders, and community members to design and recommend improvements in Homeless Services, funding or oversight. The Office of the Ombuds reports directly to the Authority CEO and shall provide a written report annually to the Governing Board on Office of the Ombuds activities and trends in the homeless response system derived from its interactions with Customers, Contract Holders, and community members who contact the office.

ARTICLE X MEETINGS OF THE AUTHORITY

Section 1. Time and Place of Meetings.

The Governing Board shall determine the frequency of regular meetings needed to undertake their duties under this Agreement. No later than the last regular meeting of each calendar year, the Governing Board shall adopt a resolution specifying the date, time and place of regular meetings for the upcoming calendar year. A copy of the resolution shall be distributed in the same manner as notice of special meetings is provided pursuant to Section 3 of this Article X. At any regular meeting of the Governing Board, any business may be transacted and the Governing Board may exercise all of its powers. Special meetings of the Governing Board may be held from time to time in accordance with chapter 42.30 RCW (the “Open Public Meetings Act”) and Section 3 of this Article X.

Section 2. Notice of Regular Meetings.

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

Section 3. Notice of Special Meetings.

Except as provided in Section 10 of this Article X, notice of all special meetings of the Governing Board shall be given by the chairperson (or co-chair, if applicable) or by the majority of Governing Board Members calling the special meeting in accordance with RCW 42.30.080 by delivering personally, by electronic mail or by mail written notice at least 24 hours prior to the time of the meeting to each applicable Governing Board Member, to each local newspaper of general circulation and to each radio or television station that has requested notice and to any other individual specifically requesting it in writing, and posted on the Authority’s website. The call and notice of all special meetings shall specify the time and place of all special meetings and the business to be transacted. Notice of special meetings of the Advisory Committee shall comply with 24 CFR 578.

Section 4. Waiver of Notice.

Notice as provided herein may be deemed waived as to any Governing Board Member who, at or prior to the time the meeting convenes, files with the Authority a written waiver of notice or who is actually present at the meeting at the time it convenes. Such notice may also be dispensed with as to special meetings called to deal with an emergency involving injury or damage to persons or

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

Section 5. Agendas.

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

Section 6. Open Public Meetings.

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

Section 7. Telephonic or Virtual Participation.

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

Section 8. Parliamentary Authority.

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

Section 9. Minutes.

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

Section 10. First Meeting of the Governing Board.

The Seattle Mayor and the County Executive shall authorize the Authority to jointly notice the first meeting of the Governing Board as a special meeting and jointly prepare an agenda. This first meeting shall occur within 90 days of the Amendment Effective Date.

**ARTICLE XI
MISCELLANEOUS**

Section 1. Geographic Limitation.

The Authority may conduct activities outside of the County, subject, however, to a contract with a Subscribing Agency. The Authority shall not enter any interlocal agreements with other

jurisdictions without the prior written authorization of the Governing Board.

Section 2. Safeguarding of Funds.

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

Section 3. Public Records.

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

Section 4. Reports and Information; Audits.

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

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

Section 5. Performance Audit.

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

Section 6. Amendments to Agreement.

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

Section 7. Nondiscrimination.

The Authority, its employees, agents, Contract Holders, and subcontractors, if any, shall at all times comply with any and all federal, State or local laws, ordinances, rules or regulations with respect to non-discrimination and equal employment opportunity, which may at any time be applicable to Seattle by law, contract or otherwise, including but not limited to all such

requirements which may apply in connection with employment or the provision of services to the public.

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

- A. Membership on the Governing Board;
- B. Employment, including solicitation or advertisements for employees; and
- C. Provisions of services to and contracts with the public.

Section 8. Labor Disputes.

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

Section 9. Inventory and Property.

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

Section 10. Interlocal Cooperation Act.

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

B. Each Party shall file or post this Agreement as required by RCW 39.34.040.

Section 11. Notice to the Parties.

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

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

City of Seattle
Attn: Director, Human Services Department
700 Fifth Ave., Suite 5800
Seattle, Washington 98104

Section 12. Additional Provisions.

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

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

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

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

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

F. Authority Employees. Except for those employees "on-loan" from the Parties, the Authority shall be responsible for all employer-obligated federal and/or State tax, industrial and insurance, and all wages, benefits, or other compensation, for all Authority employees.

G. Counterparts. This Agreement may be executed in any number of counterparts, each

of whom shall be an original, but those counterparts shall constitute one and the same instrument.

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

ATTEST:

County Executive, King County

[County Prosecuting Attorney]

RECEIPT ACKNOWLEDGED BY:

Mayor, City of Seattle

ATTEST:

City Clerk