

**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 11, 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.

46

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

51  
52 “Agreement” means this Interlocal Agreement for the Establishment of the King County  
53 Regional Homelessness Authority, as it may be amended from time to time.

54  
55 “Authority” means the King County Regional Homelessness Authority formed by the  
56 Parties as a separate governmental administrative agency pursuant to RCW 39.34.030(3).

57  
58 “Bylaws” mean the Bylaws of the Governing Committee and the Implementation Board,  
59 respectively, and as they may be amended from time to time.

60  
61 “Chief Executive Officer” means the Chief Executive Officer or similar office  
62 recommended by the Implementation Board and confirmed by the Governing Committee as  
63 provided herein.

64  
65 “Contract Holder” means an entity with which the Authority contracts to perform a  
66 Homeless Service or other work.

67  
68 “County” means King County, a municipal corporation and a home rule charter county  
69 organized under the laws of the State of Washington.

70  
71 “County Council” means the legislative authority of the County.

72  
73 “County Executive” means the King County Executive.

74  
75 “Customers” means individuals and families experiencing homelessness or who are at  
76 imminent risk of experiencing homelessness.

77  
78 “Effective Date” means the date that this Agreement becomes effective between the  
79 County and Seattle, which shall be the date of the last signature of a Party.

80  
81 “Five-Year Plan” means the five-year implementation plan developed by the Authority,  
82 endorsed by the Implementation Board and approved by the Governing Committee. The Five-  
83 Year Plan shall incorporate requirements of the Master Agreements from Parties, and requirements  
84 of the Funders, and may be informed by the Regional Action Plan, if any, to guide the Authority’s  
85 operations. The Five-Year Plan shall incorporate principles of equity and social justice and shall  
86 identify strategies to reduce homelessness in at least the following populations: youth and young  
87 adults, families, veterans, single adults, seniors, and those experiencing acute behavioral health  
88 challenges.

89  
90 “Funder” means a person or entity that provides Resources to the Authority to be used in  
91 the furtherance of the Authority’s purposes and mission.

92

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

153  
154 “State” means the State of Washington.

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

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

163  
164  
165 **ARTICLE II**

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

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

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

**DURATION OF AUTHORITY**

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

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

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

**ARTICLE IV**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

273  
274 **Section 4. Initial Start-Up; Scope of Work**

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

277  
278 a. Develop, within six months of the first Implementation Board meeting, an initial  
279 work plan that describes an organizational structure, a plan for initial implementation of contracted  
280 Homeless Services on behalf of the County and Seattle under the terms of their respective Master  
281 Agreements, and a description of goals and activities that the Authority will undertake until  
282 approval of its first Five-Year Plan. Such work plan will be recommended by the Implementation  
283 Board and approved by the Governing Committee.

284  
285 b. Within the first 18 months of operations, the Authority shall work with current and  
286 former Customers and other stakeholders to develop a Five-Year Plan. The Authority's Five-Year  
287 Plan may be informed by the Regional Action Plan. The Five-Year Plan shall be recommended  
288 by the Implementation Board, approved by the Governing Committee and periodically updated as  
289 provided herein. The Five-Year Plan shall:

290  
291 (i) include a theory of change;

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

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

298  
299 c. Develop processes for procurement of services addressing homelessness.

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

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

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

311  
312

313 **ARTICLE V**

314 **POWERS OF AUTHORITY**

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

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

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

400 **ARTICLE VI**

401 **LIMITS ON AUTHORITY POWERS**

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

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

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

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

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

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

470  
471 e. The Authority shall not issue shares of stock, pay dividends, make private  
472 distribution of assets, make loans to its Implementation Board Members, Governing  
473 Committee Members or employees or otherwise engage in business for private gain.

474  
475 **Section 2. Limitation on Liability.**

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

481 **Section 3. Mandatory Disclaimer.**

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

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

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

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

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

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

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

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

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

534  
535 (c) It is the County's intent to provide the same funding to the Authority that it  
536 budgeted in 2019 for the Homeless Services contracts anticipated to be transferred to the Authority  
537 and related administrative expenses. In 2019 that amount is approximately \$55,000,000. In  
538 accordance with the foregoing, the County anticipates providing the following to the Authority, in  
539 all cases subject to budget appropriations:

540  
541 1. Initial, start-up funding of no more than \$1,755,000 for calendar year 2020  
542 (or a pro rata portion if the Authority commences operations later than January 1, 2020), the  
543 Authority's expected first year of operation. In the event that the Authority determines that a  
544 portion of the initial, start-up funding is necessary on an ongoing basis to fully fund the  
545 administrative costs of the Authority so as not to reduce the level of Homeless Services provided  
546 in 2020 and subsequent years, the Authority may request additional funding from King County in  
547 an amount that demonstrates a shared investment in ongoing administrative costs between King  
548 County and Seattle; and

549  
550 2. Except as otherwise provided in Section 1(h) of this Article VII, program  
551 and administrative funding of no less than \$55,000,000 for 2020 (or a pro rata portion  
552 commensurate with the needs of the Authority if the Authority commences administration of  
553 Homeless Services contracts later than January 1, 2020) and for each of the following three years,  
554 and thereafter, funding as necessary for the Authority to acquire through contract Homeless  
555 Services and to fund the administrative costs of the Authority; provided, that such administrative  
556 funding shall include the cost of the space contributed by the County described in Section 1(d) of  
557 this Article VII.

558  
559 (d) The County agrees to make facilities available to the Authority for Authority  
560 operations. The County's funding to the Authority in Section 1(c) of this Article VII shall include  
561 the value of County space contributed by the County to the Authority. The County's funding in  
562 Section 1(c) of this Article VII shall be reduced to the extent the County directly pays for programs  
563 and administration during a transition period. Seattle's funding in Section 1(b) of this Article VII  
564 shall be reduced to the extent Seattle directly pays for programs and administration during a  
565 transition period.

566  
567 (e) The Parties will enter into separate Master Agreements with the Authority setting  
568 forth each Party's respective processes to provide Resources or other consideration to the  
569 Authority pursuant to the terms and conditions set forth herein and in the Party's Master  
570 Agreement with the Authority. The Parties will collaborate so that, to the extent possible, their  
571 Master Agreements have similar and consistent terms, conditions and requirements so as to reduce  
572 inefficiencies and avoid any conflicting requirements for the Authority. The terms of the Master  
573 Agreements shall be consistent with this Agreement; in the event of a conflict between a Master  
574 Agreement and this Agreement, the terms of this Agreement shall prevail.

575



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

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

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

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

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

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

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

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

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

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

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

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

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

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

630  
631 **ARTICLE VIII**

632  
633 **ORGANIZATION OF AUTHORITY**

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

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

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

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

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

676  
677 **b. Actions Requiring Approval by Resolution and Voting.** A general or  
678 particular authorization and concurrence of the Governing Committee by resolution shall  
679 be necessary for any of the following transactions and as provided in Section 1.b.(i) and  
680 Section 1.b.(iii) of this Article VIII.

681  
682 Each individual Governing Committee Member shall be a voting member and shall have  
683 one vote. A Governing Committee Member may not split his or her vote on an issue. No  
684 voting by proxies or mail-in ballot is allowed. Voting by a designated alternate pursuant  
685 to the terms of the Bylaws or policies of the Authority is not considered a vote by proxy.  
686

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

690  
691 (1) Remove Implementation Board Members for cause as  
692 provided in this Agreement;

693  
694 (2) Recommend to the County Council and Seattle City Council  
695 amendments to this Agreement;

696  
697 (3) Adopt and amend Bylaws of the Governing Committee;

698  
699 (4) Confirm Implementation Board Members in accordance with  
700 Section 2 of this Article VIII;

701  
702  
703 (5) Approve for implementation the recommendations of the  
704 staffing plan and organization structure described at Section 5.a of Article IX;

705 (6) Approve performance metrics; and

706  
707 (7) Change the name of the Authority.

708  
709 (ii) The following actions shall require an affirmative vote of a two-  
710 thirds majority of Governing Committee Members present, provided quorum  
711 requirements in Section 1.d. of this Article VIII are met:

712

- 713 (1) Approve or amend Goals, Policies, and Plans;  
714  
715 (2) Approve or amend the annual budget recommended by the  
716 Implementation Board; and  
717  
718 (3) Confirm the Chief Executive Officer.  
719  
720 (iii) Removal of the Chief Executive Officer shall require an affirmative  
721 vote of nine (9) Members of the Governing Committee.  
722

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

800                   (vi) labor unions and workforce;  
801

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

804  
805 (viii) provision of services for persons experiencing homelessness or  
806 related social services with an emphasis on serving populations that are  
807 disproportionately represented amongst those experiencing homelessness;

808  
809 (ix) academic research on topics related to homelessness and/or data-  
810 based performance evaluation;

811  
812 (x) criminal justice;

813  
814 (xi) provision of child welfare services;

815  
816 (xii) provision of youth services; and

817  
818 (xiii) other characteristics determined to be necessary by the  
819 Implementation Board to carry out the purposes of the Authority.

820  
821 **c. Initial Appointments.** The appointing entities described in Section  
822 2.c.(i) through Section 2.c.(v) of this Article VIII shall convene a nominating  
823 committee to coordinate and confer on appointments of Implementation Board  
824 Members, in order to ensure that each skill and expertise specified in Section 2.b.  
825 of this Article VIII is represented on the fully seated Implementation Board. The  
826 Implementation Board shall be comprised of thirteen (13) Members appointed,  
827 subject to confirmation by the Governing Committee, as follows:

828  
829 (i) two (2) Members of the Implementation Board shall be appointed  
830 by the Seattle Mayor, one to serve a four-year term and one to serve a five-year  
831 term;

832  
833 (ii) two (2) Members of the Implementation Board shall be appointed  
834 by the Seattle City Council, one to serve a three-year term and one to serve a four-  
835 year term;

836  
837 (iii) two (2) Members of the Implementation Board shall be appointed  
838 by the County Executive, one to serve a three-year term and one to serve a four-  
839 year term;

840  
841 (iv) two (2) Members of the Implementation Board shall be appointed  
842 by the County Council, one to serve a three-year term and one to serve a five-year  
843 term;

844  
845 (v) two (2) Members of the Implementation Board shall be appointed  
846 by the Sound Cities Association, one to serve a four-year term and one to serve a  
847 five-year term; and

848  
849 (vi) three (3) Members representing individuals who have Lived  
850 Experience shall be appointed by the Advisory Committee, or, if the Advisory  
851 Committee has not yet been established, the Continuum of Care Board created  
852 pursuant to 24 CFR Part 578 or successor regulation, which shall consider  
853 recommendations from the Coalition of Lived Experience or other groups  
854 representing individuals with Lived Experience of homelessness, subject to  
855 confirmation by the Governing Committee pursuant to Section 1.b.(i) of this  
856 Article VIII. The Advisory Committee shall prioritize appointing individuals with  
857 personal Lived Experience. At least one of the three (3) Members shall represent  
858 stakeholders who have Lived Experience in areas outside the city of Seattle. The  
859 terms of these positions are as follows: one to serve a three-year term, one to serve  
860 a four-year term, and one to serve a five-year term.  
861

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

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

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

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

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

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

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

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

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

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

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



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

944  
945 (vii) Adopt an annual work plan which includes a summary of projects  
946 and activities to be undertaken during the budget period;

947  
948 (viii) Cause the Authority to implement the Goals, Policies, and Plans  
949 approved by the Governing Committee, including through contracting for  
950 services, contracting to provide Homeless Services, making funding awards and  
951 doing all things necessary to oversee and carry out the implementation of the  
952 Authority's programs;

953  
954 (ix) Ensure that the initial Five-Year Plan shall formalize sub-regional  
955 planning processes that are developed in consultation with the Governing  
956 Committee, the Advisory Committee, and the SCA. Sub-Regional Planning  
957 Activities will address factors, needs and resources unique to the respective  
958 regions. Such Sub-Regional Planning Activities will form the basis of the  
959 development of subsequent Five-Year Plans or successor planning documents,  
960 which may be informed by the Regional Action Plan. Annual work plans shall  
961 identify sub-regional goals and activities until such time as these are included in  
962 an approved Five-Year Plan;

963  
964 (x) Adopt policies and procedures for oversight of major expenditures  
965 and other transactions, to include but not be limited to delegation of contracting  
966 authority to the Chief Executive Officer and the minimum standards for  
967 procurement of goods, services and property;

968  
969 (xi) Conduct regular performance evaluation of the Chief Executive  
970 Officer; and

971  
972 (xii) Cause the Authority to carry out the duties in this Agreement.

973  
974 **j. Actions Requiring Approval by Resolution.** A general or particular  
975 authorization and concurrence of the Implementation Board by resolution shall be  
976 necessary for any of the following transactions:

977  
978 (i) Transfer or conveyance of an interest in real estate, except for lien  
979 releases or satisfactions of a mortgage after payment has been received, or the  
980 execution of a lease for a current term less than one (1) year;

981  
982 (ii) To the extent permitted by State law, donation of money, property  
983 or other assets belonging to the Authority;

984

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

987  
988 (iv) Recommendation to the Governing Committee of an annual budget  
989 that is consistent with the Five-Year Plan or successor planning document;

990  
991 (v) Recommendation to the Governing Committee of amendments to  
992 this Agreement;

993  
994 (vi) Adoption and amendment of Bylaws for the Implementation  
995 Board;

996  
997 (vii) Annual endorsement of a set of principles and priorities;

998  
999 (viii) Recommendation to the Governing Committee of Goals, Policies,  
1000 and Plans, including a Five-Year Plan;

1001  
1002 (ix) Recommendation of a Chief Executive Officer to be confirmed by  
1003 the Governing Committee, the recruitment of whom will be conducted jointly by  
1004 the Implementation Board and the Governing Committee; and

1005  
1006 (viii) Such other transactions, duties, and responsibilities as this  
1007 Agreement shall repose in the Implementation Board or require Implementation  
1008 Board participation by resolution.

1009  
1010 **k. Quorum of Implementation Board.** At all meetings of the  
1011 Implementation Board, a quorum of the Implementation Board must be present in order  
1012 to do business on any issue. A quorum shall be defined as a majority of the Board  
1013 Members in number, excluding any Board Member who has given notice of withdrawal  
1014 or whose position is vacant in accordance with the provisions of Section 2.h. of this Article  
1015 VIII.

1016  
1017 **l. Voting Requirements.** Each individual Implementation Board Member  
1018 shall be a voting member and shall have one vote. All resolutions shall require an  
1019 affirmative vote of a majority of the Implementation Board Members voting on the issue;  
1020 provided, that such majority equals not less than one-third (1/3) of the Implementation  
1021 Board's total voting membership.

1022  
1023 A Board Member may not split his or her vote on an issue. No voting by proxies or mail-  
1024 in ballot is allowed. Voting by a designated alternate pursuant to the terms of the Bylaws  
1025 or policies of the Authority is not considered a vote by proxy.

1026  
1027 Proposed amendments to this Agreement and the adoption and amendment of Bylaws  
1028 shall require an affirmative vote of two-thirds (2/3) of the Members of the Implementation  
1029 Board.

1030

1031           **m. Equity Decision Making.** The Authority shall advance equity and social  
1032 justice in its processes, policies, and outcomes by proactively seeking to eliminate racial-  
1033 ethnic disproportionalities in the population experiencing homelessness and to eliminate  
1034 disparities in outcomes for people experiencing homelessness by addressing structural  
1035 racism, ableism, homophobia, transphobia, misogyny and other sources of inequities. The  
1036 Authority shall establish and operate under an equity-based decision-making framework  
1037 to inform its policy, business process, and funding decisions. This equity-based decision-  
1038 making framework shall provide for inclusion of Customers of the service system in  
1039 decisions that will affect them; specify a framework for examining policy, business  
1040 process, and funding decisions with an explicit equity and racial justice analysis; and shall  
1041 establish processes to measure, evaluate, and respond to the impact of its decision-making  
1042 on its goals of advancing equity. This framework shall be informed by people with Lived  
1043 Experience and be approved by the Implementation Board of the Authority.  
1044

1045 **Section 3. Right to Indemnification.**  
1046

1047 Each person who was, or is threatened to be made a party to or is otherwise involved (including,  
1048 without limitation, as a witness) in any actual or threatened action, suit, or proceeding, whether  
1049 civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a  
1050 Governing Committee Member, Implementation Board Member or employee of the Authority,  
1051 whether the basis of such proceeding is alleged action in an official capacity as a director, trustee,  
1052 officer, employee, or agent, or in any other capacity, shall be indemnified and held harmless by  
1053 the Authority to the full extent permitted by applicable law as then in effect, against all expense,  
1054 liability and loss (including attorneys' fees, judgments, fines and amounts to be paid in settlement)  
1055 actually and reasonably incurred or suffered by such person in connection therewith, and such  
1056 indemnification shall continue as to a person who has ceased to be in such position and shall inure  
1057 to the benefit of his or her heirs, executors and administrators; provided, however, that except as  
1058 provided in this Section 3 of Article VIII, with respect to proceedings seeking to enforce rights  
1059 to indemnification, the Authority shall indemnify any such person seeking indemnification in  
1060 connection with a proceeding (or part thereof) initiated by such person only if such proceeding  
1061 (or part thereof) was authorized by the Implementation Board; provided, further, the right to  
1062 indemnification conferred in this Section 3 of Article VIII shall be a contract right and shall  
1063 include the right to be paid by the Authority the expenses incurred in defending any such  
1064 proceeding in advance of its final disposition; provided, however, that the payment of such  
1065 expenses in advance of the final disposition of a proceedings shall be made only upon delivery to  
1066 the Authority of an undertaking, by or on behalf of such person, to repay all amounts so advanced  
1067 if it shall ultimately be determined that such person is not entitled to be indemnified under this  
1068 Section 3 of Article VIII or otherwise.  
1069

1070 Provided, further, that the foregoing indemnity may not apply, at the discretion of the Authority,  
1071 to any person from or on account of:  
1072

1073           **a.** Acts or omissions of such person finally adjudged to be reckless  
1074 misconduct, intentional misconduct or a knowing violation of law; or  
1075

1076                   **b.**       Any transaction with respect to which it was finally adjudged that such  
1077                   person personally received a benefit in money, property, or services to which such person  
1078                   was not legally entitled.  
1079

1080   If a claim under this Section 3 of Article VIII is not paid in full by the Authority within sixty (60)  
1081   days after a written claim has been received by the Authority, except in the case of a claim for  
1082   expenses incurred in defending a proceeding in advance of its final disposition, in which case the  
1083   applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit  
1084   against the Authority to recover the unpaid amount of the claim and, to the extent successful in  
1085   whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such  
1086   claim. The claimant shall be presumed to be entitled to indemnification under this Section 3 of  
1087   Article VIII upon submission of a written claim (and, in an action brought to enforce a claim for  
1088   expenses incurred in defending any proceeding in advance of its final disposition, where the  
1089   required undertaking has been tendered to the Authority), and thereafter the Authority shall have  
1090   the burden of proof to overcome the presumption that the claimant is so entitled. Neither the  
1091   failure of the Authority (including the Implementation Board or independent legal counsel) to  
1092   have made a determination prior to the commencement of such action that indemnification of or  
1093   reimbursement or advancement of expenses to the claimant is proper nor a determination by the  
1094   Authority (including its Implementation Board Members, Governing Committee Members or  
1095   independent legal counsel) that the claimant is not entitled to indemnification or to the  
1096   reimbursement or advancement of expenses shall be a defense to the action or create a  
1097   presumption that the claimant is not so entitled.  
1098

1099   The right of indemnification and the payment of expenses incurred in defending a proceeding in  
1100   advance of its final disposition conferred in this Section 3 of Article VIII shall not be exclusive  
1101   of any other right which any person may have or hereafter acquire under any statute, provision of  
1102   this Agreement, Bylaws, any other agreement or otherwise.  
1103

1104   The Authority shall maintain in full force and effect public liability insurance in an amount  
1105   sufficient to cover potential claims for bodily injury, death or disability and for property damage,  
1106   which may arise from or be related to projects and activities of the Authority and its  
1107   Implementation Board Members, Governing Committee Members, staff and employees.  
1108

1109   **Section 4.       Conduct; Code of Ethics.**  
1110

1111   Governing Committee Members, Implementation Board Members, members of the Advisory  
1112   Committee or other committee and employees of the Authority shall conduct themselves in  
1113   accordance with all applicable laws, including but not limited to, chapter 42.23 RCW (the “Code  
1114   of Ethics for Municipal Officers”), chapter 42.30 RCW (the “Open Public Meetings Act”), and  
1115   this Agreement and policies of the Authority.  
1116

1117   All letters, memoranda and electronic communications or information (including email) that  
1118   relate to conduct of the Authority or the performance of any Authority function may be public  
1119   records subject to disclosure under chapter 42.56 RCW (the “Washington Public Records Act”).  
1120   In the event that the Authority or any Governing Committee or Implementation Board Member  
1121   or any member of the Advisory Committee or other committee receives a request for such records,

1122 the Governing Committee or Implementation Board Member or any member of the Advisory  
1123 Committee or other committee shall immediately provide the request to the public records officer  
1124 of the Authority, and assist the public records officer in responding to the request.

1125  
1126 Governing Committee Members, Implementation Board Members, and members of the Advisory  
1127 Committee or other committee shall respect the confidentiality requirements regarding personnel,  
1128 real estate transactions, proprietary matters, and attorney-client privileged communications,  
1129 including those requirements listed herein and any other confidential information that is gained  
1130 through their positions with the Authority. The Authority, rather than any individual, is the holder  
1131 of these privileges and protections and only the Authority may elect to waive any such privileges  
1132 or protections.

1133  
1134 Any Governing Committee Member, Implementation Board Member, member of the Advisory  
1135 Committee or other committee or Authority employee who has an actual or potential interest, or  
1136 whose immediate family member (spouse, partner, child, sibling, or parent) has an interest, in any  
1137 matter before the Implementation Board that would tend to prejudice his or her actions shall so  
1138 publicly indicate according to the policies and procedures of the Authority. In such case any such  
1139 individual shall recuse and refrain from voting upon and any manner of participation with respect  
1140 to the matter in question so as to avoid any actual or potential conflict of interest. This  
1141 requirement shall be in addition to all requirements under the Code of Ethics for Municipal  
1142 Officers.

1143  
1144 Governing Committee and Implementation Board Members, members of the Advisory  
1145 Committee or other committee and employees of the Authority shall each submit an annual  
1146 disclosure statement that requires the disclosure of any ownership or property or  
1147 employment/affiliation with any party contracting with the Authority or providing services with  
1148 the Authority. Any Governing Committee Member, Implementation Board Member and member  
1149 of the Advisory Committee or other committee with such ownership interest, employment or  
1150 affiliation shall recuse him or herself from participating in discussions, deliberations, preliminary  
1151 negotiations, and votes if such property or employment/affiliation is directly benefiting from such  
1152 action.

1153  
1154 Notwithstanding anything herein to the contrary, the prohibition on conflicts of interest shall not  
1155 apply to or otherwise prohibit a Governing Committee or Implementation Board Member from  
1156 serving on the respective Board or voting on matters if such Member receives generally the same  
1157 interest or benefits as are being made available or provided to a group or class of low-income,  
1158 homeless or formerly homeless persons intended to be the beneficiaries of the services provided  
1159 by or through the Authority. To ensure a diversity of representation on the Implementation Board,  
1160 the Advisory Committee or other committee, nothing herein shall prevent Implementation Board  
1161 Members of such bodies for whom Implementation Board service on which may be a financial  
1162 hardship from receiving a stipend consistent with the stipend policies of similarly situated public  
1163 and nonprofit boards.

1164

1165 **ARTICLE IX**

1166 **OFFICERS OF AUTHORITY; STAFFING**

1167

1168

1169 **Section 1. Implementation Board Officers.**

1170

1171 The Implementation Board Members shall elect from among themselves persons to serve in the

1172 following Implementation Board offices: Chairperson and Vice Chairperson. The

1173 Implementation Board Members may also create the offices of a Treasurer and Secretary which

1174 may be filled by Implementation Board Members, Authority employees or a Party's employee on

1175 loan to the Authority. In all cases the Chairperson and the Treasurer may not be the same person,

1176 and the Chairperson and the Vice Chairperson may not be the same person. The term of any

1177 officer shall expire one year after the officer is elected, or at such time as such officer's

1178 membership on the Implementation Board ceases or terminates, whichever is sooner. The

1179 Implementation Board may, under this Agreement, adopt Bylaws providing for additional

1180 officers, and, to the extent not inconsistent with this Agreement, may adopt Bylaws governing

1181 the offices and tenure of officers; the number of positions, powers and duties, and term of each

1182 office; the manner of appointment, selection, or election of office holders and the appointing,

1183 selecting, or electing authority; performance of duties of the office upon illness, death, incapacity,

1184 or absence of the officer; the filling of vacancies; and any qualification for the office and

1185 conditions upon exercising its powers. Nothing prevents the Implementation Board from

1186 appointing Co-Chairpersons, or combining the offices of Chairperson and Vice Chairperson into

1187 co-chairs.

1188

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

1190

1191 Subject to the control of the Implementation Board, the Chairperson shall have general

1192 supervision, direction and control of the business and affairs of the Authority. On matters decided

1193 by the Authority, the signature of the Chairperson alone is sufficient to bind the corporation. The

1194 Vice-Chairperson shall perform the duties of the Chairperson without further authorization in the

1195 event the Chairperson is unable to perform the duties of the office due to absence, illness, death,

1196 or other incapacity, and shall discharge such other duties as pertain to the office as prescribed by

1197 the Implementation Board. To the extent not provided herein, the officers of the Authority shall

1198 have the duties as set forth in the Bylaws.

1199

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

1201

1202 If the Treasurer or the Chairperson is incapacitated, another officer as provided for in the Bylaws

1203 shall be authorized to perform such duties without further authorization. The Treasurer is not

1204 authorized to perform the duties of the Chairperson, nor is the Chairperson authorized to perform

1205 the duties of the Treasurer.

1206

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

1208

1209 The Implementation Board shall recognize a Continuum of Care Board created pursuant to 24

1210 CFR Part 578 or its successor regulation to act as its Advisory Committee and serve the

1211 Implementation Board by providing a broad array of perspectives, if such Continuum of Care  
1212 Board takes action to serve as the Implementation Board's Advisory Committee. Members of the  
1213 Advisory Committee shall be appointed by the Implementation Board. In the event that an  
1214 existing Continuum of Care Board takes action to serve as the Authority's Advisory Committee,  
1215 the Implementation Board may confirm any or all of the members of the Continuum of Care  
1216 Board as members of the Advisory Committee, or may appoint new members to the Advisory  
1217 Committee as set forth in the Bylaws or policies approved by the Implementation Board. The  
1218 Advisory Committee shall be comprised of individuals with experience related to preventing and  
1219 ending homelessness, including but not limited to: persons currently experiencing homelessness,  
1220 populations disproportionately impacted by homelessness, Homelessness Services Providers,  
1221 business, healthcare, labor and/or workforce, homeless housing and services, behavioral health  
1222 services, criminal justice system, child welfare and data evaluation.

1223  
1224 The Implementation Board may create additional committees and appoint individuals to such  
1225 committees as set forth in the Bylaws or policies approved by the Implementation Board.

1226  
1227 **Section 5. Chief Executive Officer.**

1228  
1229 a. (i) Until the Governing Committee has approved an organizational structure and  
1230 staffing plan, the Authority shall be staffed by employees from the Parties on loan to the  
1231 Authority. Subject to any applicable collective bargaining agreement, the Chief Executive  
1232 Officer may be responsible for supervising staff on loan from the Parties.

1233  
1234 For inclusion among the Goals, Policies, and Plans to be recommended by the  
1235 Implementation Board for Governing Committee approval, the Chief Executive Officer  
1236 shall develop and propose a staffing plan for the Authority. The Chief Executive Officer  
1237 shall within sixty days from his or her date of employment develop, in consultation with  
1238 the Implementation Board, and propose an initial staffing plan for the Authority. The  
1239 Chief Executive Officer may develop and propose subsequent updates to the staffing plan,  
1240 also for inclusion among the Goals, Policies, and Plans to be recommended by the  
1241 Implementation Board for Governing Committee approval.

1242  
1243 In developing the staffing plan, the Chief Executive Officer shall recognize the significance  
1244 of labor rights as well as existing collective bargaining agreements. The Chief Executive  
1245 Officer shall also consider in developing the staffing plan the compensation and working  
1246 conditions of the Parties' existing employees "on loan" to the Authority.

1247  
1248 The staffing plan shall describe for each of the Authority's major bodies of work whether  
1249 the body of work shall be accomplished by staff of the Authority, by agreement with one  
1250 of the parties, by "loaned staff" of the parties under the operational control of the Authority,  
1251 by contracted third party, or by a combination of those options.

1252  
1253 For each major body of work that the Chief Executive Officer proposes full or partial  
1254 accomplishment by staff of the authority or "loaned" staff of the parties, the staffing plan  
1255 shall specify the number of full or partial full time-equivalent positions required for that  
1256 major body of work. For each major body of work, the staffing plan shall articulate the

1257 Chief Executive Officer's rationale for how the staffing plan supports the Authority's  
1258 ability to accomplish its mission while promoting administrative and cost efficiency.  
1259

1260 In addition to other major bodies of work that the Chief Executive Officer includes in the  
1261 staffing plan, the staffing plan shall contain as major bodies of work support services that  
1262 include procurement, legal support, human resources, information technology support,  
1263 payroll, accounts payable and accounts receivable services, and facilities management.  
1264 The staffing plan shall assess the benefits of and provide options for using support services  
1265 provided by one or both of the Parties.  
1266

1267 (ii) The Chief Executive Officer shall assign staff as necessary to ensure  
1268 coordination and collaboration with homelessness crisis response partners and  
1269 activities and adjacent systems whose work intersects with homelessness. The  
1270 Chief Executive Officer shall assign at least one staff member to act as a liaison  
1271 to ensure coordination and collaboration with homelessness crisis response  
1272 partners and activities and adjacent systems whose work intersects with  
1273 homelessness, including coordination with appropriate Seattle and King County  
1274 agencies.  
1275

1276 (iii) The Chief Executive Officer shall actively and continuously consider  
1277 and evaluate all means and opportunities toward the enhancement of operational  
1278 effectiveness of Homeless Services so as to maximize the effectiveness and  
1279 efficiency of the system. Such recommendation shall be presented by the Chief  
1280 Executive Officer to the Implementation Board from time to time and if any  
1281 recommendation would require a change or deviation from established policy  
1282 adopted by the Governing Committee, such policy change or deviation shall  
1283 require approval by the Governing Committee before the recommendation may be  
1284 implemented.  
1285

1286 **b.** The Implementation Board shall recommend the Chief Executive Officer to the  
1287 Governing Committee for confirmation following a recruitment process conducted jointly  
1288 by the Implementation Board and the Governing Committee. The Chief Executive Officer  
1289 shall be responsible to the Implementation Board for the effective operations of the  
1290 Authority. The following may be delegated to the Chief Executive Officer: (1) the  
1291 authority sign documents and contracts on behalf of the Authority; and (2) such other  
1292 duties as delegated or assigned by the Implementation Board.  
1293

1294 **c.** At the request of the Governing Committee or on at least a quarterly basis, the  
1295 Chief Executive Officer shall provide a written report to the Governing Committee and  
1296 seek input from the Governing Committee on the performance of the Authority, to include  
1297 an evaluation of the implementation of the Five-Year Plan or successor planning  
1298 document, as well as reporting on other performance metrics that may be adopted by the  
1299 Authority.  
1300

1301 **d.** The Chief Executive Officer shall annually present an overview of the  
1302 Authority's proposed annual budget, an update on how the Authority is performing  
1303 against performance metrics approved by the Governing Committee to the (1) Seattle City



1304 Council or a committee thereof, as determined by the Seattle City Council; and (2) King  
1305 County Council or a committee thereof, as determined by the County Council and to the  
1306 Regional Policy Committee, at the discretion of that regional committee. The date of such  
1307 annual presentations shall be determined at the discretion of the Parties.  
1308  
1309  
1310

1311 **Section 6. Office of the Ombuds.**  
1312

1313 The Implementation Board shall cause the Authority to either (a) contract with either Party to  
1314 provide ombuds services consistent with the requirements of this Section 6; or (b) create an office  
1315 of the Ombuds (“Office of the Ombuds”) to promote Customer, employee and public confidence  
1316 in the Authority’s ability to effectively, efficiently and equitably serve people experiencing  
1317 homelessness. The Office of the Ombuds shall gather Customer feedback to improve the  
1318 Authority’s operations and outcomes; ensure ease of contact for Customers and provide  
1319 appropriate resources to resolve their concerns; implement strategies to collect, investigate, and  
1320 respond to complaints and concerns about the delivery of services, policies, program  
1321 administration, or other activities overseen or funded by the Authority; receive complaints from  
1322 employees and Contract Holders; develop methods to respond to complaints or concerns in an  
1323 equitable, impartial, and efficient manner; and be authorized to investigate complaints and issue  
1324 findings, collect and analyze aggregate complaints data, and partner with Authority leadership,  
1325 the Implementation Board, employees and Customers to design and recommend improvements  
1326 in services, funding or oversight. The Office of the Ombuds shall report directly and  
1327 independently to the Implementation Board on trends in Customer and employee feedback and  
1328 activities undertaken in response to that feedback no less than twice per year.  
1329  
1330

1331 **ARTICLE X**  
1332

1333 **MEETINGS OF THE AUTHORITY**  
1334

1335 **Section 1. Time and Place of Meetings.**  
1336

1337 **a. Meetings of the Governing Committee.** Regular meetings of the  
1338 Governing Committee shall be held at least four times per year at a regular time and place  
1339 to be determined by the Governing Committee by resolution. No later than the last regular  
1340 meeting of the calendar year, the Governing Committee shall adopt a resolution specifying  
1341 the date, time and place of regular meetings for the upcoming calendar year. A copy of  
1342 the resolution shall be distributed in the same manner as notice of special meetings is  
1343 provided pursuant to Section 3 of this Article X. At any regular meeting of the Governing  
1344 Committee, any business may be transacted and the Governing Committee may exercise  
1345 all of its powers. Special meetings of the Governing Committee may be held from time  
1346 to time in accordance with chapter 42.30 RCW (the “Open Public Meetings Act”).  
1347

1348 **b. Meetings of the Implementation Board.** Regular meetings of the  
1349 Implementation Board shall be held at least six times per year at a regular time and place

1350 to be determined by the Implementation Board by resolution. No later than the last regular  
1351 meeting of the calendar year, the Implementation Board shall adopt a resolution  
1352 specifying the date, time and place of regular meetings for the upcoming calendar year.  
1353 A copy of the resolution shall be distributed in the same manner as notice of special  
1354 meetings is provided pursuant to Section 3 of this Article X. At any regular meeting of  
1355 the Implementation Board, any business may be transacted and the Implementation Board  
1356 may exercise all of its powers. Special meetings of the Implementation Board may be  
1357 held from time to time in accordance with chapter 42.30 RCW (the “Open Public  
1358 Meetings Act”).  
1359

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

1361  
1362 At the beginning of each calendar year, the Authority shall post on its website the time and place  
1363 of regular meetings of the Governing Committee and the Implementation Board for that calendar  
1364 year. As the Advisory Committee meeting schedule is established, the Authority shall post on its  
1365 website those meeting times and places. In addition, the Authority shall provide reasonable notice  
1366 of such meetings to any individual specifically requesting it in writing. If a regular meeting  
1367 schedule is to be changed by resolution, a copy of the resolution shall be distributed in the same  
1368 manner as notice of special meetings is provided pursuant to Section 3 of this Article X and the  
1369 change posted on the Authority’s website.  
1370

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

1372  
1373 Except as provided in Sections 10 and 11 of this Article X, notice of all special meetings of the  
1374 Governing Committee and/or the Implementation Board shall be given by the chairperson of the  
1375 respective body or by the person or persons calling the special meeting in accordance with  
1376 RCW 42.30.080 by delivering personally, by electronic mail or by mail written notice at least 24  
1377 hours prior to the time of the meeting to each applicable Member, to each local newspaper of  
1378 general circulation and to each radio or television station that has requested notice and to any  
1379 other individual specifically requesting it in writing, and posted on the Authority’s website. The  
1380 call and notice of all special meetings shall specify the time and place of all special meetings and  
1381 the business to be transacted. Notice of special meetings of the Advisory Committee shall comply  
1382 with 24 CFR 578.  
1383

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

1385  
1386 Notice as provided herein may be dispensed with as to any Governing Committee Member or  
1387 Implementation Board Member, as applicable, who at or prior to the time the meeting convenes  
1388 files with the Authority a written waiver of notice or who is actually present at the meeting at the  
1389 time it convenes. Such notice may also be dispensed with as to special meetings called to deal  
1390 with an emergency involving injury or damage to persons or property or the likelihood of such  
1391 injury or damage, where time requirements of such notice would make notice impractical and  
1392 increase the likelihood of such injury or damage.  
1393

1394 **Section 5. Agendas.**

1395  
1396 In accordance with chapter 42.30 RCW (the “Open Public Meetings Act”) for the Governing  
1397 Committee, and the Implementation Board, and in accordance with 24 CFR 578 for the Advisory  
1398 Committee, at least 24 hours before any regular or special meetings, the agenda for that meeting  
1399 shall be posted and also be emailed or otherwise provided to the Seattle Council Clerk and to the  
1400 County Council Clerk.

1401  
1402 **Section 6. Open Public Meetings.**

1403  
1404 All meetings of the Implementation Board and the Governing Committee shall be open to the  
1405 public if and to the extent required by chapter 42.30 RCW (the “Open Public Meetings Act”).  
1406 The Implementation Board and the Governing Committee may hold executive sessions to  
1407 consider matters enumerated in chapter 42.30 RCW (the “Open Public Meetings Act) or as  
1408 otherwise authorized by law. The meetings of the Advisory Committee shall be open to the  
1409 public, except that the Advisory Committee may hold executive sessions as it deems necessary.

1410  
1411 **Section 7. Telephonic Participation**

1412  
1413 Implementation Board and the Governing Committee Members may participate in a regular or  
1414 special meeting of the applicable body through the use of any means of communication by which  
1415 all attending Members and members of the public participating in such meeting can hear each  
1416 other during the meeting. Any Member participating in a meeting by such means is deemed to  
1417 be present in person at the meeting for all purposes including, but not limited to, establishing a  
1418 quorum.

1419  
1420 **Section 8. Parliamentary Authority.**

1421  
1422 The rules in the current edition of Robert’s Rules of Order Newly Revised, 11th Edition, shall  
1423 govern the Authority in all cases to which they are applicable, where they are not inconsistent  
1424 with this Agreement or with the special rules of order of the Bylaws of the respective body.

1425  
1426 **Section 9. Minutes.**

1427  
1428 Copies of the minutes of all regular or special meetings of the Implementation Board and the  
1429 Governing Committee shall be available to any person or organization that requests them. The  
1430 minutes of all Implementation Board and the Governing Committee meetings shall include a  
1431 record of individual votes on all matters requiring Implementation Board and the Governing  
1432 Committee approval.

1433  
1434 **Section 10. First Meeting of the Governing Committee.**

1435  
1436 The Seattle Mayor and the County Executive shall jointly notice the first meeting of the  
1437 Governing Committee as a special meeting and jointly prepare an agenda. This first meeting

1438 shall occur within 90 days of the Effective Date or when all members of the Governing Committee  
1439 have been selected in accordance with Section 1 of Article VIII, whichever is first.

1440  
1441 **Section 11. First Meeting of the Implementation Board.**

1442  
1443 The chair of the Governing Committee shall notice the first meeting of the Implementation Board  
1444 as a special meeting and prepare an agenda. This first meeting shall occur within 60 days of the  
1445 last appointment/confirmation of a Member to Implementation Board in accordance with Section  
1446 1.b.(ii) of Article VIII.

1447  
1448  
1449 **ARTICLE XI**

1450  
1451 **MISCELLANEOUS**

1452  
1453 **Section 1. Geographic Limitation.**

1454 The Authority may conduct activities outside of the County, subject, however, to a contract with  
1455 a Subscribing Agency.

1456 **Section 2. Safeguarding of Funds.**

1457  
1458 Authority funds shall be deposited in a qualified public depository as required by law. The  
1459 Authority shall establish a special fund with the County treasurer to be designated the “Operating  
1460 fund of the King County Regional Homelessness Authority. The County shall act as the fiscal  
1461 agent and Treasurer of the Authority with the authority to hold and invest funds on the Authority’s  
1462 behalf and make payments for approved expenditures.

1463  
1464 **Section 3. Public Records.**

1465  
1466 The Authority shall maintain all of its records in a manner consistent with the Preservation and  
1467 Destruction of Public Records Act, chapter 40.14 RCW. The public shall have access to records  
1468 and information of the Authority to the extent as may be required by applicable laws. All costs  
1469 associated with complying with the Public Records Act, chapter 42.56 RCW, shall be borne by  
1470 the Authority.

1471  
1472 **Section 4. Reports and Information; Audits.**

1473  
1474 Within nine (9) months after the end of the Authority’s fiscal year, the Authority shall file an  
1475 annual report with the Finance Directors of the County and Seattle containing an audited  
1476 statement of assets and liabilities, income and expenditures and changes in the Authority’s  
1477 financial position during the previous year (or unaudited information if an audit is not yet  
1478 available, to be promptly followed by audited information); a summary of significant  
1479 accomplishments; a list of depositories used; a projected operating budget (which may be an  
1480 annual budget, a biennial budget or other form as authorized by State law); a summary of projects

1481 and activities to be undertaken during the budget period; and a list of members and officers of the  
1482 Implementation Board.

1483  
1484 The Authority shall be subject to annual audit by the State Auditor, and by Seattle and the County  
1485 at the option of each. The Authority shall, at any time during normal business hours make  
1486 available to the County Executive, the County Council, the Seattle Mayor, the Seattle City  
1487 Council, and the State Auditor for examination all of the Authority's financial records.

1488  
1489 **Section 5. Performance Audit.**

1490  
1491 The County and Seattle will cause a performance audit to be conducted and completed by a  
1492 consulting firm selected by the County and Seattle no later than six years after the Governing  
1493 Committee confirms the initial Five-Year Plan. The performance audit report shall be transmitted  
1494 to the clerks of both the King County Council and the Seattle City Council.

1495  
1496 **Section 6. Amendments to Agreement.** No additions to or alterations of the terms of this  
1497 Agreement shall be valid unless made in writing, approved by the legislative authorities of each  
1498 Party and executed by duly authorized agents of each Party.

1499  
1500 **Section 7. Nondiscrimination.**

1501  
1502 The Authority, its employees, agents, Contract Holders, and subcontractors, if any, shall at all  
1503 times comply with any and all federal, state or local laws, ordinances, rules or regulations with  
1504 respect to non-discrimination and equal employment opportunity, which may at any time be  
1505 applicable to Seattle by law, contract or otherwise, including but not limited to all such  
1506 requirements which may apply in connection with employment or the provision of services to the  
1507 public.

1508  
1509 Specifically, except as allowed by law, the following matters or activities shall not be directly or  
1510 indirectly based upon or limited by age, sex, marital status, sexual orientation, race, creed, color,  
1511 national origin, religion, pregnancy, gender, gender identity or expression, genetic information,  
1512 domestic violence victimization, veteran or military status, or the presence of any sensory, mental,  
1513 or physical disability or the use of a trained service animal by a person with a disability:

- 1514  
1515       **a.**     Membership on the Implementation Board;  
1516       **b.**     Employment, including solicitation or advertisements for employees; and  
1517       **c.**     Provisions of services to and contracts with the public.

1518  
1519 **Section 8. Labor Disputes.**

1520  
1521 Because labor disputes can lead to work stoppages or adversely impact the ability of the Authority  
1522 to achieve desired outcomes, Seattle and the County have agreed and acknowledged in this  
1523 Agreement that they have an interest in ensuring that the Authority's operations and progress are  
1524 not interrupted or interfered with by work stoppages or other labor disputes. Accordingly, Seattle  
1525 and the County have agreed, which is hereby confirmed in this Agreement, that the Authority and  
1526 entities that contract with the Authority are required to adhere to labor laws, commit to promoting

1527 labor harmony, and take reasonable measures to avoid any work stoppages or labor disputes in  
1528 their operations.

1529  
1530 **Section 9. Inventory and Property.**

1531  
1532 Property, equipment and furnishings for the operations of the Authority shall be acquired by  
1533 Authority as provided by law. If any Party furnishes property, equipment or furnishings for the  
1534 Authority's use, title to the same shall remain with the respective Party unless that property,  
1535 equipment or furnishings are acquired by the Authority.

1536  
1537 **Section 10. Interlocal Cooperation Act.**

1538  
1539 **a.** This Agreement is intended to create a separate governmental administrative entity  
1540 within the meaning of RCW 39.34.030(3) and not a "joint board" within the meaning of  
1541 RCW 39.34.030(4)(a).

1542  
1543 **b.** Each Party will file or post this Agreement as required by RCW 39.34.040.

1544  
1545 **Section 11. Notice to the Parties.**

1546  
  
1547 Any formal notice or communication to be given among the Parties to this Agreement shall  
1548 be deemed properly given, if delivered either in physical or electronic means, or if mailed postage  
1549 prepaid and addressed to:

1550 King County  
1551 Attn: Leo Flor, Director, Department of Community and Human Services  
1552 401 Fifth Avenue, Suite 400  
1553 Mailstop CNK-HS-0400  
1554 Seattle, Washington 98104

1555  
1556 City of Seattle  
1557 Attn: Jason Johnson, Acting Director, Human Services Department  
1558 700 Fifth Ave., Suite 5800  
1559 Seattle, Washington 98104

1560  
1561 **Section 12. Additional Provisions.**

1562  
1563 **a. Integration.** This Agreement contains all of the terms and conditions agreed upon  
1564 by the Parties hereto concerning the establishment of the Authority. No other understandings, oral  
1565 or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind  
1566 any of the Parties hereto. The Parties have read and understand all of this Agreement, and now  
1567 state that no representation, promise, or agreement not expressed in this Agreement has been made  
1568 to induce the officials of the Parties hereto to execute this Agreement.

1569

1570           **b. Severability.** In the event any provision of this Agreement shall be declared by a  
1571 court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and  
1572 enforceability of the remaining provisions shall not, in any way, be effected or impaired thereby.  
1573

1574           **c. Indemnification among the Parties Hereto.** To the maximum extent permitted  
1575 by law, each party hereto shall indemnify and hold harmless the other Parties and its or their agents,  
1576 employees, and/or officers, from any and all costs, claims, judgments, or awards of damages  
1577 arising out of the negligent acts or omissions of such indemnifying party, its officers, employees  
1578 or agents and shall process and defend at its own expense any and all claims, demands, suits, at  
1579 law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought  
1580 against the other Parties arising out of, in connection with, or incident to this Agreement and the  
1581 indemnifying party's negligent performance or failure to perform any aspect of this Agreement. In  
1582 the event of any such liability arises from the concurrent negligence of the indemnifying party and  
1583 another party, the indemnity obligation of this section shall apply only to the extent of the  
1584 negligence of the indemnifying party and its actors.  
1585

1586           The foregoing provisions specifically and expressly intend to constitute a waiver of each  
1587 party's immunity under industrial insurance, Title 51 RCW, as respects the other party only, and  
1588 only to the extent necessary to provide the indemnified party with a full and complete indemnity  
1589 of claims made by the indemnitor's employees. This waiver has been mutually negotiated.  
1590

1591           **d. No Third Party Beneficiary Rights.** The provisions of this Agreement are for the  
1592 sole benefit of the Parties, and they will not be construed as conferring any rights to any third party  
1593 (including any third party beneficiary rights).  
1594

1595           **e. Counterparts.** This Agreement may be executed in any number of counterparts,  
1596 each of whom shall be an original, but those counterparts will constitute one and the same  
1597 instrument.  
1598

1599 This Agreement is APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

1600

1601

1602

1603

1604

1605

1606

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

1607

1608 ATTEST:

1609

1610

1611

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

1613

1614

1615

1616 RECEIPT ACKNOWLEDGED BY:

1617

1618

1619

1620

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

1621

1622

1623

1624

1625 ATTEST:

1626

1627

1628

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

1629