



SEATTLE CITY COUNCIL

Legislative Summary

CB 119724

Record No.: CB 119724

Type: Ordinance (Ord)

Status: Passed

Version: 2

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In Control: City Clerk

File Created: 12/04/2019

Final Action: 12/18/2019

Title: AN ORDINANCE relating to services for people experiencing homelessness; authorizing the Mayor to execute an interlocal agreement with King County for the establishment of the King County Regional Homelessness Authority; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Bagshaw

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att A - Interlocal Agreement for the Establishment of the King County Regional Homelessness Authority

Uploaded By: Emilia.Sanchez@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

☐ Yes

☐ No

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Clerk	12/05/2019	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
1	Council President's Office	12/05/2019	sent for review	Select Committee on Homelessness and Housing Affordability			
	Action Text: The Council Bill (CB) was sent for review. to the Select Committee on Homelessness and Housing Affordability						
1	City Council	12/09/2019	referred	Select Committee on Homelessness and Housing Affordability			

Action Text: The Council Bill (CB) was referred. to the Select Committee on Homelessness and Housing Affordability

- 1 Select Committee on 12/12/2019 pass as amended Pass
Homelessness and
Housing Affordability

Action Text: The Committee recommends that City Council pass as amended the Council Bill (CB).

In Favor: 5 Vice Chair Bagshaw, Member Harrell, Member Juarez, Member O'Brien,
Member Pedersen

Opposed: 0

Abstain: 1 Member González

- 2 City Council 12/16/2019 passed Pass

Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:

In Favor: 5 Councilmember Bagshaw, Council President Harrell, Councilmember
Juarez, Councilmember O'Brien, Member Pedersen

Opposed: 1 Councilmember González

- 2 City Clerk 12/17/2019 submitted for Mayor
Mayor's signature

Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor

- 2 Mayor 12/18/2019 Signed

Action Text: The Council Bill (CB) was Signed.

- 2 Mayor 12/18/2019 returned City Clerk

Action Text: The Council Bill (CB) was returned. to the City Clerk

- 2 City Clerk 12/18/2019 attested by City Clerk

Action Text: The Ordinance (Ord) was attested by City Clerk.

CITY OF SEATTLE

ORDINANCE

126021

COUNCIL BILL

119724

AN ORDINANCE relating to services for people experiencing homelessness; authorizing the Mayor to execute an interlocal agreement with King County for the establishment of the King County Regional Homelessness Authority; and ratifying and confirming certain prior acts.

WHEREAS, The City of Seattle ("City") and King County currently fund programs to provide services to homeless individuals and families, but homelessness and housing insecurity remain a chronic and serious problem; and

WHEREAS, the City and King County signed a memorandum of understanding on May 3, 2018, proposing a partnership to more effectively and consistently coordinate their provision of those services, and have received a consultant's report providing guidance on how such a joint effort could be structured; and

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

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

WHEREAS, the City and King County have committed to assessing the needs and specific recommendations for homelessness solutions through a Regional Action Plan; and

1 WHEREAS, the City and King County desire to enter into an interlocal agreement for the
2 purpose of facilitating the formation, administration, and operation of an independent
3 governmental agency to be known as the King County Regional Homelessness Authority
4 (the “Authority”) as provided herein; NOW, THEREFORE,

5 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

6 Section 1. The Mayor is authorized to execute an Interlocal Agreement for the
7 Establishment of the King County Regional Homelessness Authority, substantially in the form of
8 Attachment A to this ordinance (“Interlocal Agreement”), with King County.

9 Section 2. It is the intent of the City Council that in carrying out the terms of the
10 Interlocal Agreement that the following expectations/intent will be met:

11 A) Amendments to the Authority’s goals, policies, and plans, or the Authority’s annual
12 budget shall be based upon the affirmative vote of at least eight (8) Governing
13 Committee members;

14 B) The Authority’s funds and provision of services shall be consistent with evidence-
15 based practices and the Authority’s guiding principles outlined in Article IV,
16 Section 3 of the Interlocal Agreement found in Attachment A;

17 C) The Authority’s Five-Year Plan and subsequent plans shall be aligned with evidence-
18 based practices and the Authority’s guiding principles outlined in Article IV,
19 Section 3 of the Interlocal Agreement found in Attachment A;

20 D) Sub-regional plans will form the basis of the development of subsequent Five-Year
21 Plans or successor planning documents, which may be informed by the Regional
22 Action Plan and will align with evidence-based practices and the guiding principles
23 outlined Article IV, Section 3 of the Interlocal Agreement found in Attachment A;

1 E) Appointing entities for the Implementation Board will strive to appoint members who
2 reflect the racial and ethnic make-up of King County residents. However, overall a
3 majority of such members must credibly represent the perspectives of, and be
4 accountable to, Marginalized Demographic Populations (as defined in the Interlocal
5 Agreement) that are statistically disproportionately represented among people
6 experiencing homelessness in King County;

7 F) The Authority shall provide an annual performance report to the Seattle City Council
8 and the King County Council; and

9 G) The Office of the Ombuds shall provide an annual report to the Governing Committee
10 at least once per year, which shall include discussion of any feedback related to the
11 Implementation Board.

12 Compliance with these expectations will inform the City's decision regarding the allocation of
13 annual funds to the Authority, provided that nothing in this ordinance or the Interlocal
14 Agreement is intended to impair, limit or affect the City's budgeting authority or budget process
15 or any legislative discretion related thereto.

16 Section 3. All funding to the Authority shall be subject to and conditioned upon the
17 City's annual budget process and authority.

18 Section 4. The Human Services Department and Seattle Department of Human Resources
19 shall provide for Council approval prior to its execution a plan for transitioning staff positions to
20 the Authority that shall include, at minimum, the following:

21 A) List and description of positions to be abrogated or otherwise effected and the
22 associated financial impact for the City;

1 B) List and description of positions created at the Authority and overall staffing plan for
2 the Authority and the anticipated financial impact;

3 C) Explanation of the effects of transitioning for employees, such as pension plan
4 eligibility, salary, and other benefits;

5 D) Description of any incentive packages, re-employment supports, and hiring
6 preferences offered to employees to incentivize accepting a position at the Authority,
7 transferring to a different work unit, or retiring;

8 Section 5. City officials and their agents and representatives are authorized and directed
9 to undertake all action necessary or desirable from time to time to administer, carry out the terms
10 of, and complete the transactions contemplated by, the Interlocal Agreement and this ordinance,
11 including entering into contracts or agreements with the Authority after formation. Section 6.
12 Any act consistent with the authority of this ordinance taken prior to its effective date is ratified
13 and confirmed.

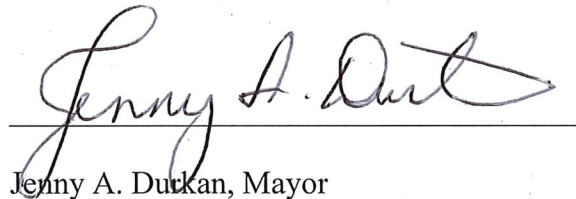
Section 7. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 16th day of December, 2019,
and signed by me in open session in authentication of its passage this 16th day of
December, 2019.

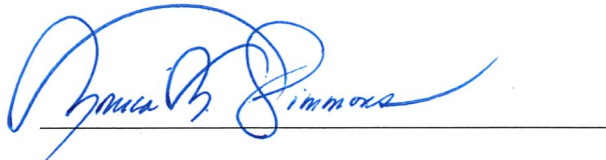


President _____ of the City Council

Approved by me this 18th day of December, 2019.


Jenny A. Durkan, Mayor

Filed by me this 18th day of December, 2019.



Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment A – Interlocal Agreement for the Establishment of the King County Regional
Homelessness Authority

**INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT OF THE
KING COUNTY REGIONAL HOMELESSNESS AUTHORITY
BETWEEN KING COUNTY AND THE CITY OF SEATTLE
PURSUANT TO RCW 39.34.030**

Dated December 12, 2019

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1 **INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT**
2 **OF THE KING COUNTY REGIONAL HOMELESSNESS AUTHORITY**

3
4 **RECITALS:**

5
6 WHEREAS, the federal and state government, King County (the "County") and
7 jurisdictions across the County, including the City of Seattle ("Seattle"), currently fund programs
8 to provide services to individuals and families experiencing homelessness, but homelessness and
9 housing insecurity remain a chronic and serious problem; and
10

11 WHEREAS, the County and Seattle have entered into a Memorandum of Understanding
12 dated May 3, 2018, proposing a partnership to more effectively and consistently coordinate their
13 provision of such services; and
14

15 WHEREAS, cities and counties are authorized to enter into interlocal cooperation
16 agreements in accordance with chapter 39.34 RCW (the "Interlocal Cooperation Act") to jointly
17 provide services; and
18

19 WHEREAS, Seattle and the County have determined that a joint and cooperative
20 undertaking to coordinate services within an equitable operational framework centering on people
21 with lived experience of homelessness will enable and facilitate joint planning, program funding
22 and establishing standards for and accountability of programs, and thereby improving the delivery
23 of services and enhancing outcomes for those receiving such services; and
24

25 WHEREAS, Seattle and the County have committed to assessing the needs and specific
26 recommendations for homelessness solutions through a Regional Action Plan; and
27

28 WHEREAS, people of color have been, and continue to be, overrepresented among those
29 who struggle with homelessness and housing instability and, in order to successfully address
30 homelessness, Seattle and the County seek to address the racial disparities among those
31 experiencing it; and
32

33 WHEREAS, the Parties desire to enter into this Interlocal Agreement for the purpose of
34 facilitating the formation, administration, and operation of an independent governmental agency
35 (as further defined herein as the "Authority");
36

37 NOW THEREFORE, it is hereby agreed and covenanted among the undersigned as
38 follows:
39

40 **ARTICLE I**

41 **DEFINITIONS**

42
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").
176
177

178
179
180
181
182
ARTICLE III

DURATION OF AUTHORITY

183 **Section 1. Duration.** Except as provided in Section 3 of this Article III, the initial duration
184 of this Agreement shall be five (5) years from its Effective Date, with an automatic renewal
185 starting in the sixth year for an indefinite period or until terminated by the Parties.
186

187 **Section 2. Withdrawal.** No Party is permitted to unilaterally withdraw until this Agreement
188 has been in force at least five (5) years from the Effective Date; provided however, the Parties may
189 agree to terminate this Agreement within the initial five (5) year period.
190

191 **Section 3. Termination.** This Agreement may be terminated by written, mutual agreement
192 of the Parties and only after the legislative authorities of the Parties have authorized the
193 termination by motion or resolution; provided however, the effective date of the termination shall
194 be not less than one (1) year from the later date that the County's motion and Seattle's resolution
195 has been delivered to the Authority. The Parties shall jointly undertake with the dissolution of
196 the Authority to protect the public interest and prevent impairment of obligation, or if authorized
197 by law, authorize or initiate proceedings in the Superior Court for the appointment and
198 supervision of a receiver for such purposes.
199

200
201
ARTICLE IV

202
203
PURPOSE, MISSION AND GUIDING PRINCIPLES OF THE AUTHORITY

204 **Section 1. Purpose.** The Authority is a regional, independent governmental agency under
205 RCW 39.34.030, the purposes of which are:
206

207 **a.** Providing consolidated, aligned services for individuals and families who are
208 experiencing homelessness or who are at imminent risk of experiencing homelessness in the
209 jurisdictional boundaries of King County, as such services may be revised or expanded from time
210 to time consistent with the Five-Year Plan or successor planning document and principles set
211 forth in this Agreement;
212

213 **b.** Receiving revenues from the County, Seattle, Funders and other public and private
214 sources for the purposes of the Authority, and applying such revenues as permitted by this
215 Agreement; and
216

217 **c.** Providing such other services as determined to be necessary to implement this
218 Agreement.
219

220 **Section 2. Mission.** The mission of the Authority is to significantly decrease the incidence
221 of homelessness throughout King County, using equity and social justice principles.
222

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

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

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

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

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

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

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

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

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

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

Section 4. Initial Start-Up; Scope of Work

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

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

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

(i) include a theory of change;

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

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

c. Develop processes for procurement of services addressing homelessness.

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

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

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

313
314
315
316
ARTICLE V

POWERS OF AUTHORITY

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

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

400 ARTICLE VI

401
402 LIMITS ON AUTHORITY POWERS

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

406
407 a. The Authority shall have no power to issue debt or to levy taxes.

408
409 b. The Authority may not incur or create any liability that permits recourse by any
410 contracting party or member of the public against any assets, services, Resources, or credit
411 of the County or Seattle, unless otherwise explicitly agreed to in writing by such entity.

412
413 c. No funds, assets, or property of the Authority shall be used for any partisan
414 political activity or to further the election or defeat of any candidate for public office; nor
415 shall any funds or a substantial part of the activities of the Authority be used for publicity
416 or educational purposes designed to support or defeat legislation pending before the
417 Congress of the United States, or any state legislature or any governing body of any
418 political entity; provided, however, that funds may be used for representatives and staff
419 of the Authority to communicate with governmental entities and members of Congress of
420 the United States or any state legislature or any governing body of any political entity
421 concerning funding and other matters directly affecting the Authority, so long as such
422 activities do not constitute a substantial part of the Authority's activities and unless such
423 activities are specifically limited in this Agreement.

424
425 d. All revenues, assets, or credit of the Authority shall be applied toward or expended
426 upon services, projects, and activities authorized by this Agreement. No part of the
427 revenues, assets or credit of the Authority shall inure to the benefit of, or be distributable
428 as such to, Implementation Board Members, Governing Committee Members, members
429 of the Advisory Committee or other committees, officers or other private persons, except
430 that the Authority is authorized and empowered to:

431
432 (i) Provide a per diem to Implementation Board Members and Governing
433 Committee Members who have experienced homelessness. Reimburse Governing
434 Committee Members, Implementation Board Members, members of the Advisory
435 Committee or other committee, and employees and others performing services for
436 the Authority for reasonable expenses actually incurred in performing their duties,
437 and compensate employees and others performing services for the Authority a
438 reasonable amount for services rendered;

439
440 (ii) Assist Implementation Board Members, Governing Committee Members,
441 members of the Advisory Committee or other committee, or employees as members
442 of a general class of persons who receive services provided by or through the
443 Authority as long as no special privileges or treatment accrues to such
444 Implementation Board Members, Governing Committee Members, members of the

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

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

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

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

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

Section 2. Limitation on Liability.

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

Section 3. Mandatory Disclaimer.

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

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

496
497 **ARTICLE VII**
498 **BUDGETING AND CONTRACTING**
499

500 **Section 1. Provision of Funds.**
501

502 (a) The Authority shall annually submit a proposed budget request to each of the
503 Parties, consistent with the budget approved by the Governing Committee. Requests shall be made
504 by the Authority to the Parties at the time and in the form as determined to be necessary to comply
505 with the fiscal and budget cycles of the individual Party and that is consistent with the Resources
506 provided by the Parties. Each Party shall review the proposed budget request and strive to allocate
507 monies to the Authority consistent with the budget request and overall Five-Year Plan or successor
508 planning documents; provided, that the County's allocation shall be made biennially. The
509 Authority's proposed budget request for the County for the second year of the biennium shall
510 describe the reason for any requested adjustments to the County's budget appropriation for the
511 biennium. Parties shall provide monies to the Authority subject to the terms of each Party's Master
512 Agreement.
513

514 (b) It is Seattle's intent to provide the same funding to the Authority that it budgeted in
515 2019 for the Homeless Services contracts anticipated to be transferred to the Authority and related
516 administrative expenses. In 2019 that amount is approximately \$73,000,000. In accordance with
517 the foregoing, Seattle anticipates providing the following to the Authority, in all cases subject to
518 annual budget appropriations:
519

520 1. Initial, start-up funding of no more than \$2,000,000 for calendar year 2020
521 (or a pro rata portion if the Authority commences operations later than January 1, 2020), the
522 Authority's expected first year of operation. In the event that the Authority determines that a
523 portion of the initial, start-up funding is necessary on an ongoing basis to fully fund the
524 administrative costs of the Authority so as not to reduce the level of Homeless Services provided
525 in 2020 and subsequent years, the Authority may request additional funding from Seattle in an
526 amount that demonstrates a shared investment in ongoing administrative costs between King
527 County and Seattle; and
528

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

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

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

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

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

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

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

577 (f) The Parties will use best efforts to coordinate the development of their respective
578 Master Agreements to ensure consistency and that the Authority will be provided adequate
579 Resources to optimize the provision of services with appropriate accountability.
580

581 (g) If the Authority applies for and receives monies which had, in prior years, been
582 accredited to either Seattle or King County, then: (1) in future years, the amount of such monies
583 shall be credited towards the allocations as defined in Section 1.b.2 and Section 1.c.2 of this Article
584 VII, respectively, and (2) the Authority shall give first priority to providing services to those
585 persons who were previously served by such monies.
586

587 (h) Seattle or the County may reduce their expected funding, set forth in Sections
588 1.b.2 and 1.c.2 of this Article VII respectively, commensurate with reductions or eliminations of
589 funding available for homelessness programs or services, by providing written notice to the
590 Authority and executing a unilateral amendment to the affected Party's Master Agreement.
591

592 (i) The Authority shall comply with all federal, State, Seattle and County statutory
593 and legal requirements, as applicable, in respect to all grant funds contributed by each Party.
594

595 (j) The Authority shall be subject to annual audit by the State Auditor, and by Seattle
596 and County at the option of each.
597

598 **Section 2. Information Required for Oversight of the Authority.** Each of the Master
599 Agreements shall include provisions obligating the Authority to provide the following minimum
600 information to each Party:
601

602 (a) An annual operating budget displaying the various sources and uses of Authority
603 revenues, with expenditures aggregated and disaggregated based on source;
604

605 (b) Quarterly reporting on expenditures against budget, as well as full transparency into
606 on-going spending provided by access to the Authority's financial systems;
607

608 (c) Standards and procedures for the awarding of contracts to service providers,
609 including means to measure outcomes;
610

611 (d) Annual reports showing comparative outcomes by service providers and
612 evaluations of contract performance;
613

614 (e) A Five-Year Plan for the funding of Homeless Services; and
615

616 (f) An annual performance update on the Five-Year Plan or successor planning
617 document.
618

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

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

ARTICLE VIII

ORGANIZATION OF AUTHORITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) Approve performance metrics; and

(7) Change the name of the Authority.

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

- 714 (1) Approve or amend Goals, Policies, and Plans;
715
716 (2) Approve or amend the annual budget recommended by the
717 Implementation Board; and
718
719 (3) Confirm the Chief Executive Officer.
720
721 (iii) Removal of the Chief Executive Officer shall require an affirmative
722 vote of nine (9) Members of the Governing Committee.
723

724 **c. Organization.** Members of the Governing Committee shall elect a chair
725 from among its Members, who shall serve a two-year term; provided however, that
726 nothing prevents the Governing Committee from appointing co-chairs.
727

728 **d. Quorum.** At all meetings of the Governing Committee, a quorum of the
729 Governing Committee must be present in order to do business on any issue. A quorum
730 shall be defined as nine (9) Governing Committee Members selected pursuant to Section
731 1.f of this Article VIII.
732

733 **e. Annual Performance Report.** The Governing Committee shall annually
734 receive an annual performance report prepared by the Authority with input from the
735 Implementation Board.
736

737 **f. Term.** The terms of the Seattle Mayor and the County Executive shall be
738 co-terminus with their respective offices. The County Council and Seattle City Council
739 shall determine which of its respective members shall serve on the Governing Committee
740 and such Members shall serve until replaced or until no longer a member of their respective
741 Council. The Governing Committee Members that are city elected officials from outside
742 Seattle are appointed by the SCA and shall serve until replaced or until no longer eligible
743 for appointment. The Governing Committee Members representing individuals with Lived
744 Experience shall serve until replaced by the Advisory Committee.
745

746 **g. Consecutive Absences.** Any Governing Committee Member who is
747 absent for three consecutive regular meetings without excuse may, by resolution duly
748 adopted by a majority vote of the remaining Governing Committee Members, be deemed
749 to have forfeited his or her position as Governing Committee Member and that Member's
750 position shall be vacant.
751

752 Forfeiting a Governing Committee Member position pursuant to this Section 1.g. of
753 Article VIII shall be effective immediately unless otherwise provided in the resolution.
754 Any successor shall be selected in the same manner as the appointment for the forfeited
755 Governing Committee Member position.
756

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

762 **a. Board Member Characteristics.** Implementation Board Members shall
763 be appointed so that the Implementation Board as a whole satisfies the representational
764 standards set forth in this Section 2.a of Article VIII.
765

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

777 The Implementation Board shall neither include elected officials nor employees of Seattle,
778 the County or the Authority, nor employees, officials, agents or representatives of current
779 Contract Holders or any entity that is likely to directly benefit from the actions of the
780 Authority (except as set forth in Section 4 of this Article VIII).
781

782 **b. Board Member Expertise and Skills.** All Implementation Board
783 Members shall possess substantial and demonstrable expertise, experience and/or skill in
784 one or more of the areas specified in this Section 2.b of Article VIII. Individual members
785 shall be appointed so that each skill and expertise specified in this Section 2.b of Article
786 VIII is represented on the fully seated Implementation Board.
787

788 (i) implementation of policies and practices that promote racial-ethnic
789 equity within an organization of similar size or responsibility to the Authority;
790

791 (ii) fiscal oversight of entities with budgets of similar size to the
792 Authority;
793

794 (iii) direction or oversight of business operations and/or strategy of a
795 large public or private entity or organization;
796

797 (iv) affordable housing finance and/or development;
798

799 (v) physical and/or behavioral health care;
800

801 (vi) labor unions and workforce;
802

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

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

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

(x) criminal justice;

(xi) provision of child welfare services;

(xii) provision of youth services; and

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

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

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

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

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

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

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

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

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

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

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

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

Forfeiting an Implementation Board Member position pursuant to this Section 2.f. 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 forfeited Implementation Board Member position and any successor shall hold office for the unexpired term.

895
896 **g. Removal of Implementation Board Members.** If it is determined by at
897 least a majority of the Implementation Board that an Implementation Board Member
898 should be removed with or without cause and such action is concurred in by a majority of
899 the Governing Committee, the Governing Committee may by resolution remove such
900 Implementation Board Member and that Member's position shall be vacant.
901

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

907 **h. Vacancy on Implementation Board.** A vacancy or vacancies on the
908 Implementation Board shall be deemed to exist in case of the death, disability or
909 resignation, or removal or forfeiture of membership as provided herein. Vacancies during
910 and at the expiration of the term of an Implementation Board Member shall be filled for
911 the unexpired term as soon as possible in the same manner as the appointment for the
912 Board Member position vacated.
913

914 **i. Duties of Implementation Board.** The Implementation Board shall be
915 responsible for the operations and management of the Authority and shall provide
916 strategic vision, community accountability and robust oversight for the Authority.
917

918 In addition to the powers and duties granted in other provisions of this Agreement, the
919 Implementation Board shall:
920

921 (i) Meet regularly as set forth in Section 1 of Article X of this
922 Agreement;
923

924 (ii) Develop and recommend Goals, Policies, and Plans to the
925 Governing Committee;
926

927 (iii) Adopt an annual performance report and transmit such report to the
928 Governing Committee annually;
929

930 (iv) Develop and recommend to the Governing Committee policies and
931 processes for competitive procurement of services, including but not limited to
932 policies for allocation of funding across program types and across cities, towns,
933 and unincorporated areas in King County that are consistent with the Five-Year
934 Plan or successor planning document;
935

936 (v) Develop and recommend a projected operating budget (which may
937 be an annual budget, a biennial budget or other form as authorized by State law)
938 that is consistent with the Five-Year Plan or successor planning document to be
939 proposed to the Governing Committee;
940

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1032 **m. Equity Decision Making.** The Authority shall advance equity and social
1033 justice in its processes, policies, and outcomes by proactively seeking to eliminate racial-
1034 ethnic disproportionalities in the population experiencing homelessness and to eliminate
1035 disparities in outcomes for people experiencing homelessness by addressing structural
1036 racism, ableism, homophobia, transphobia, misogyny and other sources of inequities. The
1037 Authority shall establish and operate under an equity-based decision-making framework
1038 to inform its policy, business process, and funding decisions. This equity-based decision-
1039 making framework shall provide for inclusion of Customers of the service system in
1040 decisions that will affect them; specify a framework for examining policy, business
1041 process, and funding decisions with an explicit equity and racial justice analysis; and shall
1042 establish processes to measure, evaluate, and respond to the impact of its decision-making
1043 on its goals of advancing equity. This framework shall be informed by people with Lived
1044 Experience and be approved by the Implementation Board of the Authority.
1045

1046 **Section 3. Right to Indemnification.**
1047

1048 Each person who was, or is threatened to be made a party to or is otherwise involved (including,
1049 without limitation, as a witness) in any actual or threatened action, suit, or proceeding, whether
1050 civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a
1051 Governing Committee Member, Implementation Board Member or employee of the Authority,
1052 whether the basis of such proceeding is alleged action in an official capacity as a director, trustee,
1053 officer, employee, or agent, or in any other capacity, shall be indemnified and held harmless by
1054 the Authority to the full extent permitted by applicable law as then in effect, against all expense,
1055 liability and loss (including attorneys' fees, judgments, fines and amounts to be paid in settlement)
1056 actually and reasonably incurred or suffered by such person in connection therewith, and such
1057 indemnification shall continue as to a person who has ceased to be in such position and shall inure
1058 to the benefit of his or her heirs, executors and administrators; provided, however, that except as
1059 provided in this Section 3 of Article VIII, with respect to proceedings seeking to enforce rights
1060 to indemnification, the Authority shall indemnify any such person seeking indemnification in
1061 connection with a proceeding (or part thereof) initiated by such person only if such proceeding
1062 (or part thereof) was authorized by the Implementation Board; provided, further, the right to
1063 indemnification conferred in this Section 3 of Article VIII shall be a contract right and shall
1064 include the right to be paid by the Authority the expenses incurred in defending any such
1065 proceeding in advance of its final disposition; provided, however, that the payment of such
1066 expenses in advance of the final disposition of a proceedings shall be made only upon delivery to
1067 the Authority of an undertaking, by or on behalf of such person, to repay all amounts so advanced
1068 if it shall ultimately be determined that such person is not entitled to be indemnified under this
1069 Section 3 of Article VIII or otherwise.
1070

1071 Provided, further, that the foregoing indemnity may not apply, at the discretion of the Authority,
1072 to any person from or on account of:
1073

1074 **a.** Acts or omissions of such person finally adjudged to be reckless
1075 misconduct, intentional misconduct or a knowing violation of law; or
1076

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

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

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

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

Section 4. Conduct; Code of Ethics.

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

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

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

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

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

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

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

ARTICLE IX

OFFICERS OF AUTHORITY; STAFFING

Section 1. Implementation Board Officers.

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

Section 2. Duties of Officers.

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

Section 3. Incapacity of Officers.

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

Section 4. Advisory Committee; Committees.

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

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

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

Section 5. Chief Executive Officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. Office of the Ombuds.

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

ARTICLE X

MEETINGS OF THE AUTHORITY

Section 1. Time and Place of Meetings.

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

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

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

Section 2. Notice of Regular Meetings.

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

Section 3. Notice of Special Meetings.

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

Section 4. Waiver of Notice.

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

1395 **Section 5. Agendas.**

1396
1397 In accordance with chapter 42.30 RCW (the "Open Public Meetings Act") for the Governing
1398 Committee, and the Implementation Board, and in accordance with 24 CFR 578 for the Advisory
1399 Committee, at least 24 hours before any regular or special meetings, the agenda for that meeting
1400 shall be posted and also be emailed or otherwise provided to the Seattle Council Clerk and to the
1401 County Council Clerk.
1402

1403 **Section 6. Open Public Meetings.**

1404
1405 All meetings of the Implementation Board and the Governing Committee shall be open to the
1406 public if and to the extent required by chapter 42.30 RCW (the "Open Public Meetings Act").
1407 The Implementation Board and the Governing Committee may hold executive sessions to
1408 consider matters enumerated in chapter 42.30 RCW (the "Open Public Meetings Act) or as
1409 otherwise authorized by law. The meetings of the Advisory Committee shall be open to the
1410 public, except that the Advisory Committee may hold executive sessions as it deems necessary.
1411

1412 **Section 7. Telephonic Participation**

1413
1414 Implementation Board and the Governing Committee Members may participate in a regular or
1415 special meeting of the applicable body through the use of any means of communication by which
1416 all attending Members and members of the public participating in such meeting can hear each
1417 other during the meeting. Any Member participating in a meeting by such means is deemed to
1418 be present in person at the meeting for all purposes including, but not limited to, establishing a
1419 quorum.
1420

1421 **Section 8. Parliamentary Authority.**

1422
1423 The rules in the current edition of Robert's Rules of Order Newly Revised, 11th Edition, shall
1424 govern the Authority in all cases to which they are applicable, where they are not inconsistent
1425 with this Agreement or with the special rules of order of the Bylaws of the respective body.
1426

1427 **Section 9. Minutes.**

1428
1429 Copies of the minutes of all regular or special meetings of the Implementation Board and the
1430 Governing Committee shall be available to any person or organization that requests them. The
1431 minutes of all Implementation Board and the Governing Committee meetings shall include a
1432 record of individual votes on all matters requiring Implementation Board and the Governing
1433 Committee approval.
1434

1435 **Section 10. First Meeting of the Governing Committee.**

1436
1437 The Seattle Mayor and the County Executive shall jointly notice the first meeting of the
1438 Governing Committee as a special meeting and jointly prepare an agenda. This first meeting

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

Section 11. First Meeting of the Implementation Board.

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

ARTICLE XI

MISCELLANEOUS

Section 1. Geographic Limitation.

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

Section 2. Safeguarding of Funds.

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

Section 3. Public Records.

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

Section 4. Reports and Information; Audits.

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

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

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

Section 5. Performance Audit.

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

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

Section 7. Nondiscrimination.

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

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

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

Section 8. Labor Disputes.

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

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

Section 9. Inventory and Property.

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

Section 10. Interlocal Cooperation Act.

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

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

Section 11. Notice to the Parties.

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

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

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

Section 12. Additional Provisions.

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

1571 **b. Severability.** In the event any provision of this Agreement shall be declared by a
1572 court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and
1573 enforceability of the remaining provisions shall not, in any way, be effected or impaired thereby.
1574

1575 **c. Indemnification among the Parties Hereto.** To the maximum extent permitted
1576 by law, each party hereto shall indemnify and hold harmless the other Parties and its or their agents,
1577 employees, and/or officers, from any and all costs, claims, judgments, or awards of damages
1578 arising out of the negligent acts or omissions of such indemnifying party, its officers, employees
1579 or agents and shall process and defend at its own expense any and all claims, demands, suits, at
1580 law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought
1581 against the other Parties arising out of, in connection with, or incident to this Agreement and the
1582 indemnifying party's negligent performance or failure to perform any aspect of this Agreement. In
1583 the event of any such liability arises from the concurrent negligence of the indemnifying party and
1584 another party, the indemnity obligation of this section shall apply only to the extent of the
1585 negligence of the indemnifying party and its actors.
1586

1587 The foregoing provisions specifically and expressly intend to constitute a waiver of each
1588 party's immunity under industrial insurance, Title 51 RCW, as respects the other party only, and
1589 only to the extent necessary to provide the indemnified party with a full and complete indemnity
1590 of claims made by the indemnitor's employees. This waiver has been mutually negotiated.
1591

1592 **d. No Third Party Beneficiary Rights.** The provisions of this Agreement are for the
1593 sole benefit of the Parties, and they will not be construed as conferring any rights to any third party
1594 (including any third party beneficiary rights).
1595

1596 **e. Counterparts.** This Agreement may be executed in any number of counterparts,
1597 each of whom shall be an original, but those counterparts will constitute one and the same
1598 instrument.
1599

1600 This Agreement is APPROVED this ____ day of _____, ____.

1601

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1607

County Executive, King County

1608

1609 ATTEST:

1610

1611

1612

1613 [County Prosecuting Attorney]

1614

1615

1616

1617 RECEIPT ACKNOWLEDGED BY:

1618

1619

1620

1621

1622

Mayor, City of Seattle

1623

1624

1625

1626 ATTEST:

1627

1628

1629

1630 City Clerk

STATE OF WASHINGTON -- KING COUNTY

--SS.

380774

No.

CITY OF SEATTLE, CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

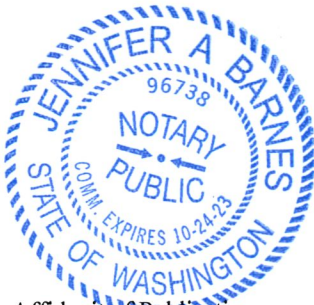
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:126021-126029 TITLE

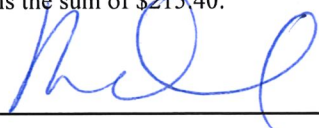
was published on

01/06/20

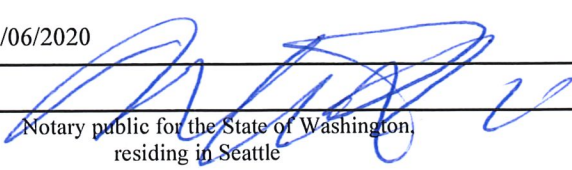
The amount of the fee charged for the foregoing publication is the sum of \$215.40.



Affidavit of Publication


Subscribed and sworn to before me on

01/06/2020


Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on December 16, 2019, and published below by title only, will be mailed upon request, or can be accessed at <http://seattle.legistar.com>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>.

Ordinance 126021

Council Bill 119724

AN ORDINANCE relating to services for people experiencing homelessness; authorizing the Mayor to execute an interlocal agreement with King County for the establishment of the King County Regional Homelessness Authority; and ratifying and confirming certain prior acts.

Ordinance 126022

Council Bill 119727

AN ORDINANCE appropriating money to pay certain audited claims for the week of December 2, 2019 through December 6, 2019 and ordering the payment thereof.

Ordinance 126023

Council Bill 119721

AN ORDINANCE authorizing, in 2019, acceptance of funding from non-City sources; authorizing the heads of the Executive Department, Law Department, Seattle Fire Department, Seattle Police Department, Seattle Public Library, Department of Parks and Recreation, and Seattle Public Utilities to accept specified grants, private funding, and subsidized loans and to execute, deliver, and perform corresponding agreements; and ratifying and confirming certain prior acts.

Ordinance 126024

Council Bill 119709

AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights relating to sewer and storm drain easements within Seattle as being surplus to City utility needs; authorizing the General Manager/CEO of Seattle Public Utilities to relinquish such easement rights and to accept new easements; placing the real property rights and interests conveyed by the easements under the jurisdiction of Seattle Public Utilities; and ratifying and confirming certain prior acts.

Ordinance 126025

Council Bill 119710

AN ORDINANCE relating to Seattle Public Utilities; accepting easements granted to The City of Seattle for installation, operation, and maintenance of hydrants, water mains, domestic meter vaults, fire service meters, and appurtenances necessary for water utility purposes at various locations in Seattle; placing the property rights and interests conveyed by the easements under the jurisdiction of Seattle Public Utilities; and ratifying and confirming certain prior acts.

Ordinance 126026

Council Bill 119711

AN ORDINANCE relating to the Department of Finance and Administrative Services; authorizing the Director of Finance and Administrative Services, on behalf of Seattle Public Utilities, to negotiate and execute a real property lease amendment with Georgetown LLC, for yard space at 5821 First Ave South; and ratifying and confirming certain prior acts.

Ordinance 126027

Council Bill 119712

AN ORDINANCE relating to City-owned property; authorizing the transfer of jurisdiction of certain property in Lots 1 and 2, Sharpless Second Addition to the City of Seattle, commonly referred to as 4502 Midvale Avenue North; Tract 18, Excelsior

Acre Tracts, commonly referred to as 9399 8th Ave South; Block 19B, Supplemental Plat Blocks 6, 7, 18, and 19B of York Addition to Seattle, commonly referred to as 3601 York Road South; and a portion of the Southwest quarter of the Southwest quarter of Section 23, Township 24, Range 04, Willamette Meridian, commonly referred to as 6298 51st Place South; from the Department of Finance and Administrative Services to the Seattle Department of Transportation; designating the properties for street purposes; and laying off, opening, widening, extending, and establishing portions of North Midvale Place, 8th Avenue South, York Road South, and 51st Place South.

Ordinance 126028

Council Bill 119716

AN ORDINANCE relating to City employment, commonly referred to as the Fourth Quarter 2019 Employment Ordinance; designating positions as exempt from the civil service system and returning a position to the civil service system; and establishing a new title and salary; all by a 2/3 vote of the City Council.

Ordinance 126029

Council Bill 119725

AN ORDINANCE relating to City employment; creating a compensation program for the position of Chief Technology Officer; specifying provisions for the administration of said compensation program; and ratifying and confirming certain prior acts.

Date of publication in the Seattle Daily Journal of Commerce, January 6, 2020.

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