

AGREEMENT FOR HOMELESS SERVICES

THIS AGREEMENT FOR HOMELESS SERVICES (this “Agreement”) is effective as of January 1, 2023 (the “Effective Date”) and is among the Cities of _____, _____ and _____, Washington, each a municipal corporation (each, a “Partner City” and together “Partner Cities”), and the KING COUNTY REGIONAL HOMELESSNESS AUTHORITY (the “Authority”), an independent governmental administrative agency formed pursuant to RCW 39.34.030(3). The Partner Cities and the Authority are referred to herein individually as a “Party” and collectively, the “Parties.”

RECITALS

WHEREAS, the Authority was formed pursuant to the Interlocal Agreement for the Establishment of the King County Regional Homelessness Authority (the “Authority Interlocal Agreement”) by The City of Seattle and King County as an independent governmental agency pursuant to chapter 39.34 RCW in order to coordinate the provision of services within an equitable operational framework to individuals and families experiencing homelessness or at imminent risk of experiencing homelessness in King County; and

WHEREAS, homelessness is a regional crisis requiring local governments, nonprofits, partners and stakeholders to work together through cooperative action; and

WHEREAS, pursuant to the Interlocal Agreement, the Authority may enter into contracts with one or more Subscribing Agencies (as defined in the Interlocal Agreement) for the provision of Homeless Services (as defined in the Interlocal Agreement) subject to the conditions set forth therein; and

WHEREAS, the Parties now desire to coordinate efforts to address homelessness in the north King County sub-region where the Partner Cities are located pursuant to the terms of this Agreement;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement, a copy of which is attached hereto as Exhibit C:

“*Agreement*” means this Agreement between the Partner Cities and the Authority for Homeless Services to be provided by the Authority, as it may be amended from time to time.

“**Authority**” means the King County Regional Homelessness Authority formed by The City of Seattle and King County as a separate governmental administrative agency pursuant to the Interlocal Agreement and RCW 39.34.030(3).

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

“**Effective Date**” means the date this Agreement becomes effective between the Parties, which is identified above.

“**Homeless Services**” or “**Services**” means shelters, day centers, hygiene facilities, housing, and related services to assist Customers to be provided by the Authority under the terms of this Agreement, as set forth in Exhibit A.

“**Initial Term**” means the initial four year term of this Agreement, as identified in Article II, Section 2.

“**Interlocal Agreement**” means the agreement between The City of Seattle and King County establishing the King County Regional Homelessness Authority, dated December 16, 2019, as it may be amended from time to time, and incorporated herein as Exhibit C.

“**North King County Sub-Region**” consists of the cities of Shoreline, Lake Forest Park, Kenmore, Bothell, Woodinville, the jurisdictional boundaries of any Partner City added to this Agreement, and adjacent unincorporated areas of King County.

“**RCW**” means the Revised Code of Washington.

“**Resources**” means those funds, in kind services or other consideration provided by an entity, including a Partner City, to support the operation of the Authority or the provision of Homeless Services. The Resources to be provided by each Partner City under the term of this Agreement as consideration for the Services to be delivered hereunder are included in Exhibit B.

“**State**” means the State of Washington.

ARTICLE II PURPOSE; TERM

Section 1. Purpose. The purpose of this Agreement is to set forth the terms related to the Services to be provided by the Authority to customers in the jurisdictional boundaries of the Partner Cities, and the terms and conditions of each Partner City’s funding and/or other Resources in exchange for such Services.

Section 2. Term. This Agreement shall begin on the Effective Date and end four years from the Effective Date (December 31, 2026) (the “Initial Term”), unless terminated earlier

or extended as provided herein. After the Initial Term, this Agreement shall automatically renew each December 31 for one-year extensions, unless terminated earlier or extended as provided herein.

**ARTICLE III
AUTHORITY RESPONSIBILITIES**

Section 1. Authority’s Responsibilities. Subject to the terms of this Agreement, the Authority hereby agrees to operate a unified, regional homelessness response system and to provide Services to, or on behalf of the, the Partner Cities in support of its mission to significantly decrease homelessness throughout King County pursuant to the Interlocal Agreement. The Services to be provided by the Authority to, or on behalf of, the Partner Cities to customers under the term of this Agreement are more fully described in Exhibit A (the “Services”) and may be modified by the Parties hereto from time to time to reflect then-current levels of Resources.

Section 2. Notice Affecting Performance. The Authority shall promptly notify the Partner Cities in writing of any matters that could adversely affect the Authority’s ability or eligibility to continue to perform services under this Agreement.

**ARTICLE IV
PARTNER CITY RESPONSIBILITIES**

Section 1. Consideration and Resources. In consideration of the Authority’s commitment to provide Services under this Agreement, each Partner City agrees to provide the Resources to the Authority. Such Resources shall be as set forth in Exhibit B attached hereto. Exhibit B may be updated from time to time to reflect updated Resources to be provided under this Agreement.

Section 2. Requirements Applicable to Funds. The Resources granted to the Authority under this Agreement may consist of a combination of Partner City, State, local and/or federal funding, and the Authority agrees to comply with the requirements applicable to each source of funds.

**ARTICLE V
DOCUMENTATION OF COSTS; RECORDS; REPORTING**

Section 1. Documentation of Costs. The Authority shall document all costs incurred in providing Services under this Agreement with properly executed payrolls, time records, invoices, vouchers, records of service delivery, or other official documentation evidencing in sufficient detail the nature and reasonableness of such costs. All payroll and financial records pertaining to any third-party contracts funded by a Partner City shall be clearly identified and readily accessible for review by the Partner City.

Section 2. Maintenance of Records. The Authority shall maintain accounts and records, including personnel, property, financial, and programmatic records, records of the Services provided under this Agreement, and other such records deemed necessary by the Partner Cities to ensure proper accounting for all Partner City funds, to ensure and compliance with this Agreement. Such records shall be retained as required by the Preservation and Destruction of Public Records Act, chapter 40.14 RCW, for a period of at least six years from the expiration of the Term of this Agreement; provided, however, that for any records and documents that are the subject of audit findings, those records shall be maintained for either (a) six years following expiration of this Agreement or (b) until the audit findings are resolved, whichever is longer.

Section 3. Reporting. During the term of this Agreement, the Authority shall provide an annual report to each Partner City (which shall include a presentation to the Partner City's city council and, upon request, a written report from the Authority). Such report shall include information and data specific to the North King County Sub-Region from _____ ("HMIS"), north King County planning activities of the Authority and partner agencies, and progress on funding administration and outcomes. Additional reporting and city council briefings are available by request.

ARTICLE VI COMPLIANCE WITH LAW

Section 1. General Requirement. The Parties hereto shall comply with all applicable laws of the United States, the State, and the Partner Cities; and the Interlocal Agreement, when carrying out the terms of this Agreement.

Section 2. Inventory and Property. Any property, equipment and furnishings for the operations of the Authority shall be acquired by the Authority as provided by law, including any applicable federal laws. If a Partner City furnishes property, equipment or furnishings for the Authority's use, title to the same shall remain with the Partner City unless that property, equipment or furnishings is acquired by the Authority.

ARTICLE VII INDEMNIFICATION AND INSURANCE

Section 1. Indemnification. To the maximum extent permitted by law, each Party shall hold harmless, defend, and indemnify the other Parties, their elected officials, officers, employees, agents, and volunteers from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) that result from or arise out of the negligent or intentional acts or omissions of such indemnifying Party, its elected officials, officers, employees, agents, contractors and volunteers in connection with or incidental to the performance or non-performance of such Party's services, duties, and obligations under this Agreement.

In the event that the negligent or intentional acts or omissions of the officials, officers, agents, employees, and/or volunteers of two or more Parties in connection with or incidental to the performance or non-performance of the such Party's respective services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, each such Party shall be liable for its proportionate concurrent actions or omissions in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this Agreement shall be construed to create a right in any third party to indemnification or defense.

Each Party waives, as to each other only, their immunity from suit under Washington's Industrial Insurance Act, Title 51 RCW, solely to the extent necessary to provide each other with a full and complete indemnity from any claims made by the other Party's employees. This waiver of immunity was mutually negotiated by the Parties hereto.

Section 2. Mandatory Disclaimer. The Authority is an independent governmental agency created pursuant to an Interlocal Agreement between King County and the City of Seattle pursuant to RCW 39.34.030. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and properties of the Authority and no creditor or other person shall have any right of action against King County, the City of Seattle, or any other public or private entity or agency on account of any debts, obligations, or liabilities of the Authority unless explicitly agreed to in writing by such entity or agency.

Section 3. Insurance. The Authority and each Partner City shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance. Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension or material change in coverage.

ARTICLE VIII WITHDRAWAL AND TERMINATION

Section 1. Withdrawal. Any Partner City may withdraw from this Agreement by giving written notice of its intention to withdraw by September 30, 2024 to the Authority and the other Parties. The effective date of any withdrawal shall be no earlier than December 31, 2024. Thereafter, any Partner City may withdraw from this Agreement by giving written notice of its intention to withdraw by September 30 in any year to the Authority and the other Parties. The effective date of any such withdrawal shall be no earlier than December 31 in the same calendar year.

Section 2. Suspension, Modification and Termination. This Agreement may be terminated in accordance with this Section.

- a. Loss of Funding. In the event any federal, State or local funds allocated to or by

a Partner City for Services contracted for under this Agreement are or become unavailable, the Partner City will suspend without recourse the Authority's obligation to render the related Services under this Agreement and the Partner City's obligation to pay for such Services, by providing 90 days prior written notice to the Authority as provided herein, specifying the effective period of such suspension, or by modifying the applicable Exhibits to this Agreement to reflect such loss of funding and corresponding modification to Services to be provided.

b. Termination of Interlocal Agreement. In the event The City of Seattle and King County elect to terminate the Interlocal Agreement, this Agreement shall terminate as of the date of termination of the Interlocal Agreement. Upon notification of intent to terminate, the Authority will notify the Parties of termination of this agreement within 10 days.

Section 2. Effect of Termination, Expiration or Withdrawal.

a. Return of Unused Funds. Upon termination or expiration of this Agreement, the Parties shall coordinate the return of any disbursed and unused funds back to each Partner City. Upon withdrawal of a Partner City to this Agreement, the Parties shall coordinate the return of any disbursed and unused funds back to such Partner City. Costs incurred by the Authority for provision of Services prior to the date of termination, expiration or withdrawal shall be considered used funds for purposes of this subsection.

b. Coordination of Contracts. Upon termination, expiration or withdrawal of this Agreement, all existing contracts funded with Partner City funds pursuant to this Agreement shall be either assigned to the Partner City or terminated, to be determined by the applicable Partner City in its sole discretion. The Authority shall include in all contracts for Homeless Services under this Agreement terms that are in accord with this section, including but no limited to the ability to assign such contracts to the Partner City. No more than 60 days after notice of termination of the Interlocal Agreement between The City of Seattle and King County, the Authority shall provide each Partner City with a current list of contracts funded by the Partner City, together with the total contract value, the contract term, the source of funding for each such contract, and any additional information requested by the Partner City. The Parties shall work together and, to the extent necessary, in consultation with King County to coordinate the assignment and termination of all such contracts on or prior to termination of this Agreement.

c. Notification to Contract Holders. Upon notice of termination, expiration or withdrawal, the Authority shall promptly notify the Contract Holders of such termination, expiration or withdrawal, and of the intended assignment of the Contract Holder's contract to the Partner City or intended contract termination date.

**ARTICLE IX
MISCELLANEOUS**

Section 1. Notice to the Parties. Any formal notice or communication required to be given under this Agreement shall be deemed properly given if delivered either by physical or

electronic means (to email addresses designated by the Parties from time to time), or if mailed postage prepaid and addressed to:

If to [_____]:

[Notice Address]

If to [_____]:

[Notice Address]

If to the Authority:

King County Regional Homelessness Authority
Attn: Marc Dones
400 Yesler Way, Ste. 600
Seattle, Washington 98004
Email: marc@kcrha.org

Each Party may update its notice information by providing written notice to the other Party.

Section 2. Representatives. The individuals listed above are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Parties.

Section 3. Amendments to Agreement. No additions to or alterations of the terms of this Agreement shall be valid unless made in writing and executed by duly authorized agents of each Party. The Parties acknowledge that amendments to this Agreement may be necessary to ensure the provision of services by the Authority aligns with the principles set forth in the Interlocal Agreement.

Section 4. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State. Venue for any action brought under this Agreement shall be in the Superior Court for King County.

Section 5. Contractual Relationship. The relationship of the Authority to the Partner Cities shall be that of an independent contractor, and the Authority agrees that no employee of the Authority shall be deemed or claimed to be an employee of the Partner Cities for any purpose. This Agreement does not authorize the Authority to act as agent or legal representative of any Partner City for any purpose whatsoever. The Authority is not granted any

express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of a Partner City or to bind a Partner City in any manner whatsoever.

This Agreement is to facilitate the provision of Services. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.

Section 6. Integration. This Agreement, together with all Exhibits hereto, contains all of the terms and conditions agreed upon by the Parties relating to the subject matter of this Agreement. 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.

Section 7. Severability. In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

Section 8. No Third-Party Beneficiary Rights. The provisions of this Agreement are for the sole benefit of the Parties, and they will not be construed as conferring any rights to any third party (including any third-party beneficiary rights).

Section 9. Waiver. No covenant, term, or condition or breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Neither the acceptance by a Partner City of any performance by the Authority after the time the same shall have become due nor payment to the Authority shall constitute a waiver by the Partner City of the breach or default of any covenant, term, or condition unless otherwise expressly agreed to by the Partner City in writing.

Section 10. Assignment. This Agreement may not be transferred or assigned by the Parties without the prior written consent of the other Parties, which may be withheld in such Party's sole discretion.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and together such counterparts will constitute one and the same instrument.

Section 12. Negotiated Agreement. The Parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any Party on the basis of such Party's draftsmanship of this Agreement.

Section 13. Conflict with Interlocal Agreement. In the event of a conflict between this Agreement and the Interlocal Agreement, the terms of the Interlocal Agreement shall prevail.

Section 14. Additional Parties. Municipalities, local governments and public agencies within the region in which the other Parties are located may become a Party to this Agreement on execution of an addendum or amendment to this Agreement; provided, however, such new Party shall provide Resources to the Authority as consideration for the Services to be delivered hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement by having their representatives affix their signatures below.

KING COUNTY REGIONAL HOMELESSNESS AUTHORITY, a Washington governmental administrative agency

By: _____
Name: _____
Title: _____
Date: _____

[PARTNER CITY]

By: _____
Name: _____
Title: _____
Date: _____

[PARTNER CITY]

By: _____
Name: _____
Title: _____
Date: _____

[PARTNER CITY]

By: _____
Name: _____
Title: _____
Date: _____

[PARTNER CITY]

By: _____
Name: _____
Title: _____
Date: _____

[PARTNER CITY]

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A SERVICES

As the single regional entity responsible for coordinating the homelessness response within King County, the Authority shall seek to significantly decrease the incidence of homelessness throughout King County in accordance with the guiding principles established by Article IV, Section 3 of the Interlocal Agreement. To achieve this mission, the Authority shall support, create, and implement solutions to homelessness in the boundaries of the Partner Cities by providing leadership, advocacy, planning and management of program funding.

Services to be provided by the Authority to the Partner Cities shall include:

- For the 2023-24 budget cycle, the funding awards made by Partner Cities' respective city councils will be honored and maintained in amounts as described in Exhibit B; beginning January 1, 2023, the Authority shall be responsible for the administration and oversight of the applicable service contract. The Partner City shall take such steps as necessary to assign such responsibility to the Authority.
- For the following years, funding decisions will be made by the Authority in alignment with sub-regional planning activities to ensure residents in all Partner Cities have access to homelessness services if needed.
- All funding contributed by Partner Cities pursuant to this Agreement shall be distributed by the Authority for the provision of Services. The Authority shall not retain any portion of those funds as fee for administrating its responsibilities under this Agreement.
- Allowable expenditures
 - In furtherance of maintaining investment in the North King County Sub-Region, all dollars pooled within the North King County Sub-Region under the terms of this Agreement shall only be utilized for Services provided at a physical location within the North King County sub-region or have been determined to be a program acceptable to the Partner Cities that is serving North King County Sub-region residents.

EXHIBIT B

FUNDING AND PAYMENT/RESOURCES

The Partner Cities agree to provide Resources to the Authority in exchange for Homeless Services under the terms of this Agreement. Throughout this Agreement, the contribution amount will be determined as described below. Each Partner City shall include its respective contribution in its budget for consideration by its city council for approval.

For the 2023 - 2024 budget cycle:

- Partner Cities that have historically funded homelessness response organizations and have issued requests for proposals for this budget cycle will maintain their investment amount.
- Partner Cities that have historically not funded homelessness response organizations shall allocate funding based on the average per-capita investment (calculated as a rate of \$1.20 per capita based on the April 1, 2024 Washington State Office of Financial Management's Population of Cities, Towns, and Counties Used for Allocation of Selected State Revenue) from the Partner Cities that have funded homelessness response.

For 2025 - 2026 budget cycle:

- Each Partner City shall provide a funding allocation reserved for the Authority at a rate of \$1.20 per capita based on the April 1, 2024 Washington State Office of Financial Management's Population of Cities, Towns, and Counties Used for Allocation of Selected State Revenue with opportunity for its city council to allocate additional funding to the Authority.
- The Authority will provide a funding contribution recommendation informed by HMIS data and sub-regional planning efforts to make informed recommendations based on needs of north King County residents.

This Agreement does not preclude any Partner City from allocating funding for homeless services separate and apart from this Agreement. If a Partner City decides to allocate such funding, the Partner City shall ~~first~~ consult with the Authority so as to ~~alignment~~ the provision of these services with the Authority's North King County Sub-Region planning. Provided, that the allocation of funding is at the sole discretion of the Partner City and the Authority's consent or agreement is not required ~~for~~ ~~before~~ ~~such~~ an allocation ~~to~~ ~~may~~ be made.

EXHIBIT C
INTERLOCAL AGREEMENT