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AG-22-063

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 Bothell, Kenmore, Lake Forest Park, Shoreline, and Woodinville, 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.

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"***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

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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.

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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 Homelessness Management Information System ("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.

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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

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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

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

If to City of Bothell:

City of Bothell
Attn: Kyle Stannert
18415 101st Ave NE
Bothell, Washington 98011
Email: Kyle.Stannert@bothellwa.gov

If to City of Kenmore:

City of Kenmore
Attn: Rob Karlinsey
18120 68th Ave NE
Kenmore, Washington 98028
Email: rKarlinsey@kenmorewa.gov

If to City of Lake Forest Park:

City of Lake Forest Park
Attn: Phillip Hill
17425 Ballinger Way NE
Lake Forest Park, Washington 98155
Email: PHill@cityoflfp.gov

If to City of Shoreline:

City of Shoreline
Attn: Bristol S. Ellington
17500 Midvale Ave N
Shoreline, Washington 98133
Email: bellington@shorelinewa.gov

DocuSign Envelope ID: EEDA9E6A-2374-4101-861C-0310E6A7BE82

If to City of Woodinville:

City of Woodinville
Attn: Brandon Buchanan
17301 133rd Ave NE
Woodinville, Washington 98072
Email: BrandonB@ci.woodinville.wa.us

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.

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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

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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]

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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

DocuSigned by:
By: _____
Name: Marc Dones
Title: Chief Executive Officer
Date: 2/3/2023

CITY OF KENMORE, a Washington Municipality

DocuSigned by:
By: Rob Karlinsey
Name: Rob Karlinsey
Title: City Manager
Date: 1/31/2023

CITY OF LAKE FOREST PARK, a Washington Municipality

DocuSigned by:
By: _____
Name: Jeff Johnson
Title: Mayor
Date: 3/3/2023

CITY OF SHORELINE, a Washington Municipality

DocuSigned by:
By: Bristol S. Ellington
Name: Bristol S. Ellington
Title: City Manager
Date: 2/1/2023

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CITY OF WOODINVILLE, a Washington Municipality

DocuSigned by:
By: Brandon Buchanan
837C611D4B0740C...
Name: Brandon Buchanan
Title: City Manager
Date: 2/1/2023

CITY OF BOTHELL, a Washington Municipality

DocuSigned by:
By: Kyle Stannert
Name: Kyle Stannert
Title: City Manager
Date: 2/9/2023

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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.

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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, 2022 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 align 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 before an allocation may be made.

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EXHIBIT C

INTERLOCAL AGREEMENT

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

Dated December 11, 2019

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS 1

ARTICLE II AUTHORITY FOR KING COUNTY REGIONAL HOMELESSNESS AUTHORITY 4

Section 1. King County Regional Homelessness Authority 4

ARTICLE III DURATION OF AUTHORITY 4

Section 1. Duration 4
Section 2. Withdrawal 5
Section 3. Termination 5

ARTICLE IV PURPOSE, MISSION, AND GUIDING PRINCIPLES OF AUTHORITY 5

Section 1. Purpose 5
Section 2. Mission 5
Section 3. Guiding Principles 5
Section 4. Initial Start-Up; Scope of Work 7

ARTICLE V POWERS OF AUTHORITY 7

Section 1. Powers 7

ARTICLE VI LIMITS ON AUTHORITY POWERS 9

Section 1. Limits on Authority Powers 9
Section 2. Limitation on Liability 11
Section 3. Mandatory Disclaimer 11

ARTICLE VII BUDGETING AND CONTRACTING 12

Section 1. Provision of Funds 12
Section 2. Information Required for Oversight of the Authority 14
Section 3. Subscribing Agency Service Contracts for the Provision of Homeless Services 14

ARTICLE VIII ORGANIZATION OF AUTHORITY 15

Section 1. Governing Committee 15
Section 2. Implementation Board 17
Section 3. Right to Indemnification 23
Section 4. Conduct; Code of Ethics 25

ARTICLE IX OFFICERS OF AUTHORITY; STAFFING 26

Section 1. Implementation Board Officers 26
Section 2. Duties of Officers 27
Section 3. Incapacity of Officers 27
Section 4. Advisory Committee; Committees 27
Section 5. Chief Executive Officer 27
Section 6. Office of the Ombuds 29

ARTICLE X MEETINGS OF THE AUTHORITY 30

Section 1. Time and Place of Meetings 30
Section 2. Notice of Regular Meetings 30
Section 3. Notice of Special Meetings 31
Section 4. Waiver of Notice 31
Section 5. Agendas 31
Section 6. Open Public Meetings 31
Section 7. Telephonic Participation 31
Section 8. Parliamentary Authority 32
Section 9. Minutes 32
Section 10. First Meeting of the Governing Committee 32
Section 11. First Meeting of the Implementation Board 32

ARTICLE XI MISCELLANEOUS 32

Section 1. Geographic Limitation 32
Section 2. Safeguarding of Funds 32
Section 3. Public Records 33
Section 4. Reports and Information; Audits 33
Section 5. Performance Audit 33
Section 6. Amendments to Agreement 33
Section 7. Nondiscrimination 33
Section 8. Labor Disputes 34
Section 9. Inventory and Property 34
Section 10. Interlocal Cooperation Act 34
Section 11. Notice to the Parties 34
Section 12. Additional Provisions 35

INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT OF THE KING COUNTY REGIONAL HOMELESSNESS AUTHORITY

RECITALS:

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

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

"Agreement" means this Interlocal Agreement for the Establishment of the King County Regional Homelessness Authority, as it may be amended from time to time.

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

"Bylaws" mean the Bylaws of the Governing Committee and the Implementation Board, respectively, and as they may be amended from time to time.

"Chief Executive Officer" means the Chief Executive Officer or similar office recommended by the Implementation Board and confirmed by the Governing Committee as provided herein.

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

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

"County Council" means the legislative authority of the County.

"County Executive" means the King County Executive.

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

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

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

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

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

“Governing Committee” means the oversight committee established pursuant to this Agreement and that shall serve as the administrator for the Authority.

“Governing Committee Members” or “Members of the Governing Committee” shall mean members of the Governing Committee.

“Homeless Services” means shelter, day centers, hygiene facilities, housing, and related services to assist Customers.

“Homelessness Services Provider” means an entity that provides Homeless Services to Customers but not pursuant to a contract with the Authority.

“Implementation Board” means the body responsible for advising the Governing Committee, pursuant to this Interlocal Agreement.

“Implementation Board Members” or “Members of the Implementation Board” shall mean members of the Implementation Board.

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

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

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

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

“Party” or “Party to this Agreement” means the County and Seattle. “Parties” means more than one Party.

“RCW” means the Revised Code of Washington.

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

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

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

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

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

"Seattle Mayor" means the Mayor of Seattle.

"State" means the State of Washington.

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

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

ARTICLE II

AUTHORITY FOR KING COUNTY REGIONAL HOMELESSNESS AUTHORITY

Section 1. King County Regional Homelessness Authority.

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

ARTICLE III

DURATION OF AUTHORITY

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

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

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

ARTICLE IV

PURPOSE, MISSION AND GUIDING PRINCIPLES OF THE AUTHORITY

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

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

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

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

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

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.

ARTICLE V

POWERS OF AUTHORITY

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

a. Own, lease, acquire, dispose of, exchange and sell real and personal property;

b. Contract for any Authority purpose with individuals, associations and corporations, municipal corporations, the County, Seattle, any city other than Seattle, any Additional Party, any agency of the State or its political subdivisions, and the State, any Indian Tribe, and the United States or any agency or department thereof;

c. Provide for, carry out, and implement the provisions of this Agreement;

d. Sue and be sued in its name;

e. Lend its monies, property, credit or services, or borrow money;

f. Do anything a natural person may do;

g. Perform and undertake all manner and type of community services and activities in furtherance of the carrying out of the purposes or objectives of any program or project heretofore or hereafter funded in whole or in part with funds received from the United States, state, county, or other political entity, or any agency or department thereof, or any other program or project, whether or not funded with such funds, which the Authority is authorized to undertake by Federal or Washington State law, County or Seattle ordinance, County motion or Seattle resolution, by agreement with the County, Seattle, or as may otherwise be authorized by the County or Seattle;

h. Transfer any funds, real or personal property, property interests, or services, with or without consideration;

i. Receive and administer governmental or private property, funds, goods, or services for any lawful public purpose;

j. Purchase, acquire, lease, exchange, mortgage, encumber, improve, use, manage, or otherwise transfer or grant security interests in real or personal property or any interests therein; grant or acquire options on real and personal property; and contract regarding the income or receipts from real property;

k. Secure financial assistance, including funds from the United States, a state, or any political subdivision or agency of either for corporate projects and activities;

l. Contract for, lease, and accept transfers, gifts or loans of funds or property from the United States, a state, and any political subdivision or agency of either, including property acquired by any such governmental unit through the exercise of its power of eminent domain, and from corporations, associations, individuals or any other source, and to comply with the terms and conditions therefor;

m. Manage, on behalf of the United States, a state, and any political subdivision or agency of either, any property acquired by such entity through gift, purchase, construction, lease, assignment, default, or exercise of the power of eminent domain;

n. Initiate, carry out, and complete such capital improvements of benefit to the public consistent with this Agreement;

o. Recommend to the United States, a state, and any political subdivision or agency of any of them, such security measures as the Authority may deem appropriate to maximize the public interest in the County;

p. Provide advisory, consultative, training, educational, and community services or advice to individuals, associations, corporations, or governmental agencies, with or without charge;

q. Control the use and disposition of corporate property, assets, and credit;

r. Invest and reinvest its monies;

s. Fix and collect charges for services rendered or to be rendered, and establish the consideration for property transferred;

t. Maintain books and records as appropriate for the conduct of its affairs and make such books and records available as required by law and this Agreement;

u. Carry on its operations, and use its property as allowed by law and consistent with this Agreement; designate agents, and hire employees, prescribing their duties, qualifications, and compensation; and secure the services of consultants for professional services, technical assistance, or advice; and

v. Exercise and enjoy such additional powers as may be authorized by law, except as may be expressly limited by the terms of this Agreement.

ARTICLE VI

LIMITS ON AUTHORITY POWERS

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

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

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

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

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

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

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

The King County Regional Homelessness Authority (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.

ARTICLE VII
BUDGETING AND CONTRACTING

Section 1. Provision of Funds.

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

(b) It is Seattle'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 $73,000,000. In accordance with the foregoing, Seattle anticipates providing the following to the Authority, in all cases subject to annual budget appropriations:

1. Initial, start-up funding of no more than $2,000,000 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 Seattle 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 $73,000,000 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.

(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.

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

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

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

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

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

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

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

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

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

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

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

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

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

such Subscribing Agency Contracts do not impair the obligations of the Authority to any Party or any other contractors. In consideration for the Authority providing such Homeless Services to a Subscribing Agency, that Subscribing Agency shall either provide Resources to the Authority or align the Subscribing Agency's provision of related services consistent with the Authority's budget, the Five-Year Plan or successor planning document, and the Authority's 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 quorum requirements in Section 1.d. of this Article VIII are met:

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

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

(3) Confirm the Chief Executive Officer.

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

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

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

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

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

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

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

Section 2. Implementation Board. The operations and management of all Authority affairs shall reside in an Implementation Board. The Implementation Board of the Authority shall be composed of thirteen members. The composition of the Implementation Board shall 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. Board Member Characteristics. Implementation Board Members shall be appointed so that the Implementation Board as a whole satisfies the representational standards set forth in this Section 2.a of Article VIII.

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

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

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

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

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

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

(iv) affordable housing finance and/or development;

(v) physical and/or behavioral health care;

(vi) labor unions and workforce;

(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.

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

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

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

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

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

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

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

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

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

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

(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.

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

Section 3. Right to Indemnification.

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

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

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

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

If a claim under this Section 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.

Section 5. Agendas.

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

Section 6. Open Public Meetings.

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

Section 7. Telephonic Participation

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

Section 8. Parliamentary Authority.

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

Section 9. Minutes.

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

Section 10. First Meeting of the Governing Committee.

The Seattle Mayor and the County Executive shall jointly notice the first meeting of the 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.

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

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

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

d. 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).

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

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

_____
County Executive, King County

ATTEST:

_____
[County Prosecuting Attorney]

RECEIPT ACKNOWLEDGED BY:

_____
Mayor, City of Seattle

ATTEST:

_____
City Clerk