

8/27/2024

Revised Attachment A

[A. Sanders]

Sponsor: Balducci

Proposed No.: 2024-0257

1 **AMENDMENT TO PROPOSED ORDINANCE 2024-0257, VERSION 1**

2 Strike Attachment A, Amended and Restated Interlocal Agreement for the Establishment
3 of the King County Regional Homelessness Authority Between King County and the City
4 of Seattle Pursuant to RCW 39.34.030, and insert Attachment A, Amended and Restated
5 Interlocal Agreement for the Establishment of the King County Regional Homelessness
6 Authority Between King County and the City of Seattle Pursuant to RCW 39.34.030,
7 dated September 24, 2024.

8

9 **EFFECT prepared by A. Sanders: Amendment 1 would strike transmitted Attachment**
10 **A. and insert a revised Attachment A. dated September 24, 2024. The revised amended**
11 **and restated Interlocal Agreement would correct typos, utilize consistent formatting,**
12 **make legal and clarifying changes, change “wills” to “shalls” throughout, and remove**
13 **the provision that the Governing Board would be required to accept all public and**
14 **private funding contracts.**

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

Amended and Restated DATE

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

53 **ARTICLE I**
54 **DEFINITIONS**
55

56 As used herein the following capitalized terms shall have the following meanings. Terms not
57 otherwise defined herein shall have their dictionary meaning.
58

59 “Advisory Committee” means the committee serving as the Continuum of Care Board
60 created by the Continuum of Care pursuant to 24 CFR Part 578 or its successor regulation and
61 recognized by the Governing Board to serve in an advisory capacity to the Governing Board as set
62 forth herein.
63

64 “Annual Budget” means the Authority’s annual budget, approved by the Governing Board,
65 inclusive of all committed and anticipated fund sources, for the most current or upcoming calendar
66 year.
67

68 “Amendment Effective Date” is the date when the Amended and Restated Agreement is
69 effective, which shall be the date of the last signature of a Party.
70

71 “Agreement” means the Original ILA (defined in the Recitals) as amended and restated
72 herein.
73

74 “Authority” means the King County Regional Homelessness Authority formed by the
75 Parties as a separate governmental administrative agency pursuant to RCW 39.34.030.
76

77 “Bylaws” mean the Bylaws of the Governing Board, as they may be amended from time
78 to time.
79

80 “Chief Executive Officer” means the Chief Executive Officer confirmed by the Governing
81 Board as provided herein.
82

83 “Contract Holder” means an entity with which the Authority contracts to perform a
84 Homeless Service or other work.
85

86 “Continuum of Care” or “CoC” means the Federal Department of Housing and Urban
87 Development’s Continuum of Care Program (24 CFR 578) as amended by the Homeless
88 Emergency Assistance and Rapid Transition to Housing Act and related requirements and
89 responsibilities.
90

91 “County” means King County, a municipal corporation and a home rule charter county
92 organized under the laws of the State of Washington.
93

94 “County Council” means the legislative authority of the County.
95

96 “County Executive” means the King County Executive.
97

98 “Customers” means individuals and families experiencing homelessness or who are at
99 imminent risk of experiencing homelessness.
100

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

104
105 “Funder” means a person or entity that provides Resources to the Authority to be used in
106 the furtherance of the Authority’s purposes and mission.

107
108 “Funding Request” means the budget that the Authority submits to each Party for
109 consideration for the following fiscal year.

110
111 “Governing Board” means the board established pursuant to this Agreement to serve as the
112 governing and oversight body for the Authority.

113
114 “Governing Board Member(s)” or “Member(s) of the Governing Board” shall mean
115 individuals appointed to the Governing Board.

116
117 “Governing Committee” means the oversight committee established pursuant to Article
118 VIII of the Original ILA that served as the administrator for the Authority during the Original
119 ILA’s term.

120
121 “Homeless Services” means programs that serve Customers’ immediate needs related to
122 homelessness and housing instability, such as congregate and non-congregate shelter, hygiene
123 centers, diversion programs, rapid rehousing programs, safe parking, including for recreational
124 vehicles, and transitional housing.

125
126 “Homeless Services Provider” means an entity that provides Homeless Services to
127 Customers.

128
129 “Implementation Board” means the body that was responsible for advising the Governing
130 Committee during the Original ILA’s term.

131
132 “Interlocal Cooperation Act” means chapter 39.34 RCW as the same now exists or may
133 hereafter be amended, or any successor act or acts.

134
135 “Lived Experience” means current or past experience of housing instability or
136 homelessness, including individuals who have accessed or sought Homeless Services while fleeing
137 domestic violence and other unsafe situations.

138
139 “Master Services Agreement” means the contract between the Authority and a Party that
140 memorializes the services the Authority will provide in exchange for the Party’s funding of the
141 Authority or other consideration.

142
143 “Original ILA” is defined in the Recitals.

144
145 “Policies and Plans” means 1) major strategic documents which identify goals, strategies,
146 or actions that drive and inform the Authority’s major bodies of work, including but not limited to
147 the Five-Year Plan, sub-regional plans and annual work plans; 2) performance metrics used to
148 assess agency, provider, and system performance; and 3) a course of action that substantially

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

151
152 “Party” or “Party to this Agreement” means the County and Seattle individually. “Parties”
153 means the County and Seattle collectively.
154

155 “RCW” means the Revised Code of Washington.
156

157 “Resources” means those monies, employee time and facility space provided by an entity,
158 either through contract or donation to support the operation of the Authority or the operation of
159 Homeless Services.
160

161 “SCA” means the Sound Cities Association or successor interest.
162

163 “Seattle” means The City of Seattle, a municipal corporation and first-class home rule city
164 organized under the laws of the State of Washington.
165

166 “Seattle City Council” means the legislative authority of Seattle.
167

168 “Seattle Mayor” means the Mayor of Seattle.
169

170 “State” means the State of Washington.
171

172 “Sub-Regional Planning Activity” means efforts to analyze and articulate local needs,
173 priorities and solutions to address homelessness across the different areas of the County, inclusive
174 of Seattle and north, east, south, and rural King County.
175

176 “Subscribing Agencies” means governmental entities, including but not limited to the State,
177 counties other than King County, cities other than Seattle and housing authorities that contract,
178 pursuant to the terms of this Agreement, with the Authority for the Authority’s services.
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ARTICLE II
AUTHORITY FOR KING COUNTY REGIONAL HOMELESSNESS AUTHORITY

Section 1. King County Regional Homelessness Authority.

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

ARTICLE III
DURATION OF AUTHORITY

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

Section 2. Termination. Either Party may terminate this Agreement by an authorizing resolution or motion of its legislative body that is delivered to the other Party, with a copy to the Authority. The effective date of the termination shall not be less than 12 months from the date that the County’s motion or Seattle’s resolution has been delivered to the other Party, with a copy to the Authority, unless the Mayor of Seattle and King County Executive jointly agree that termination can and should occur more quickly. The Parties shall jointly undertake the dissolution of the Authority to protect the public interest and prevent impairment of obligation, or if authorized by law, authorize or initiate proceedings in the Superior Court for the appointment and supervision of a receiver for such purposes.

210 **ARTICLE IV**
211 **PURPOSE, MISSION, SCOPE OF WORK, AND GUIDING PRINCIPLES OF THE**
212 **AUTHORITY**
213

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

216
217 A. Administering funding for consolidated, aligned homelessness services for individuals
218 and families who are experiencing homelessness or who are at imminent risk of
219 experiencing homelessness in the jurisdictional boundaries of King County;

220
221 B. Receiving Resources from the County, Seattle, Funders and other public, federal, non-
222 profit and other private sources for the purposes of the Authority, and applying such
223 Resources as permitted by this Agreement; and

224
225 C. Providing such other services as determined to be necessary to implement this
226 Agreement.
227

228 **Section 2. Mission.** Administering effective, performance-based Homeless Services to support
229 a high-functioning homelessness crisis response system to significantly decrease the incidence of
230 unsheltered homelessness across King County using equity and social justice principles.
231

232 **Section 3. Scope of Work.** The focus and scope of the Authority’s work shall encompass the
233 following activities:

234
235 A. Administer contracts for Homeless Services programs that are in keeping with Policies
236 and Plans adopted by the Governing Board and supported by Authority Resources, that
237 support providing consolidated, aligned services for individuals and families who are
238 experiencing homelessness or who are at imminent risk of experiencing homelessness in
239 King County,

240
241 B. Conduct competitive procurement processes for Homeless Services,
242

243 C. Improve the delivery and coordination of Homeless Services, including through
244 development of performance outcomes, standardized contract terms, strategic use of data,
245 providing training to Homeless Service providers, and building the capacity of Homeless
246 Service providers to implement best practices and service improvements,
247

248 D. Develop severe weather policies and administer severe weather responses for people
249 experiencing homelessness, including contracts for seasonal weather shelters,
250

251 E. Serve as the Continuum of Care Lead Entity, as long as designated as such, which
252 includes:

253 1. Administering the Coordinated Entry System,
254

255 2. Coordinating the regular Continuum of Care application to the Department of
256 Housing and Urban Development,
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3. Administering the Homelessness Management Information System (HMIS),
4. Administering Continuum of Care contracts, as applicable, and
5. Conducting the Point in Time Count,

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

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

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

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

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

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

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

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

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

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

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

306 disproportionately impacted by the experience of homelessness and different sub-regions
307 within King County. The Authority shall establish community-informed indicators,
308 performance measures, and outcomes that draw on both quantitative and qualitative data.
309

310 E. The Authority shall support continuous improvement of key systems and evaluate
311 community impact, including community engagement, Customer engagement, Continuum
312 of Care compliance, and an Office of the Ombuds.
313

314 F. The Authority shall advance equity and social justice in its processes, policies, and
315 outcomes by proactively seeking to eliminate racial-ethnic disproportionalities and other
316 statistically disproportionate inequities in the population experiencing homelessness and to
317 eliminate disparities in outcomes for people experiencing homelessness. The Authority shall
318 establish and operate under an equity-based decision-making framework to inform its
319 policy recommendations to the Governing Board, business process, and funding decisions.
320 This equity-based decision-making framework shall provide for inclusion of Customers of
321 the service system in decisions that will affect them; specify a framework for examining
322 policy and making recommendations to the Governing Board, business process, and
323 funding decisions with an explicit equity and racial justice analysis; and shall make
324 recommendations to the Governing Board on how to measure, evaluate, and respond to the
325 impact of its decision-making on its goals of advancing equity. This framework shall be
326 informed by people with Lived Experience and be approved by the Governing Board of
327 the Authority.
328

329 G. The Authority shall, where possible and as revenue and budgeting allows, implement
330 and support contracting processes and provider staff pay structures that promote high
331 quality services, service system professionalization, and reduction of undue provider staff
332 turnover.
333

334 H. The Authority shall be guided by housing first and other approaches consistent with
335 research, best practices, and innovation and that address the individual needs of those
336 experiencing homelessness, including but not limited to comprehensive substance use
337 disorder treatment, recovery housing, and behavioral health services.
338

339 I. The Authority shall value distinctions in local context, needs and priorities through
340 effective Sub-Regional Planning Activities. The Authority shall provide capacity to work
341 with stakeholders from geographically diverse parts of the region to analyze, identify, and
342 implement priority services distinct to those sub-regions. Sub-regions shall be defined by
343 the Governing Board, taking into consideration established sub-regional definitions
344 including the spheres of influence for A Regional Coalition for Housing (ARCH) and the
345 South King Housing and Homeless Partners (SKHHP) as well as any established County
346 guidance.
347

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

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ARTICLE V
POWERS OF AUTHORITY

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

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

360
361 B. Contract for any Authority purpose with individuals, associations and corporations,
362 municipal corporations, the County, Seattle, any city other than Seattle, any agency of the
363 State or its political subdivisions, and the State, any Indian Tribe, and the United States or
364 any agency or department thereof;

365
366 C. Provide for, carry out, and implement the provisions of this Agreement;

367
368 D. Sue and be sued in its name;

369
370 E. Lend its monies, property, credit or services, or borrow money;

371
372 F. Do anything a natural person may do;

373
374 G. Perform and undertake all manner and type of community services and activities in
375 furtherance of the carrying out of the purposes or objectives of any program or project
376 heretofore or hereafter funded in whole or in part with funds received from the United
377 States, State, county, or other political entity, or any agency or department thereof, or any
378 other program or project, whether or not funded with such funds, which the Authority is
379 authorized to undertake by federal or State law, County, or Seattle ordinance, County
380 motion or Seattle resolution, by agreement with the County, Seattle, or as may otherwise
381 be authorized by the County or Seattle;

382
383 H. Transfer any funds, real or personal property, property interests, or services, with or
384 without consideration;

385
386 I. Receive and administer governmental or private property, funds, goods, or services for
387 any lawful public purpose;

388
389 J. Purchase, acquire, lease, exchange, mortgage, encumber, improve, use, manage, or
390 otherwise transfer or grant security interests in real or personal property or any interests
391 therein; grant or acquire options on real and personal property; and contract regarding the
392 income or receipts from real property;

- 393 K. Secure financial assistance, including funds from the United States, a state, or any
394 political subdivision or agency for either Authority projects or activities;
395
- 396 L. Contract for, lease, and accept transfers, gifts or loans of funds or property from the
397 United States, a state, and any political subdivision or agency of either, including
398 property acquired by any such governmental unit through the exercise of its power of
399 eminent domain, and from corporations, associations, individuals or any other source, and
400 to comply with the terms and conditions thereof;
401
- 402 M. Manage, on behalf of the United States, a state, and any political subdivision or
403 agency of either, any property acquired by such entity through gift, purchase,
404 construction, lease, assignment, default, or exercise of the power of eminent domain;
405
- 406 N. Initiate, carry out, and complete such capital improvements of benefit to the public
407 consistent with this Agreement;
408
- 409 O. Recommend to the United States, a state, and any political subdivision or agency of
410 any of them, such security measures as the Authority may deem appropriate to maximize
411 the public interest in the County;
412
- 413 P. Provide advisory, consultative, training, educational, and community services or
414 advice to individuals, associations, corporations, or governmental agencies, with or
415 without charge;
416
- 417 Q. Control the use and disposition of Authority property, assets, and credit;
418
- 419 R. Invest and reinvest its monies;
420
- 421 S. Fix and collect charges for services rendered or to be rendered, and establish the
422 consideration for property transferred;
423
- 424 T. Maintain books and records as appropriate for the conduct of its affairs and make such
425 books and records available as required by law and this Agreement;
426
- 427 U. Carry on its operations, and use its property as allowed by law and consistent with this
428 Agreement; designate agents, and hire employees, prescribing their duties, qualifications,
429 and compensation; and secure the services of consultants for professional services,
430 technical assistance, or advice; and
431
- 432 V. Exercise and enjoy such additional powers as may be authorized by law, except as may
433 be expressly limited by the terms of this Agreement.

434 **ARTICLE VI**
435 **LIMITS ON AUTHORITY POWERS**

436
437 **Section 1. Limits on Authority Powers.** The Authority in all activities and transactions
438 shall be limited in the following respects:

439
440 A. The Authority shall have no power to issue debt or to levy taxes.

441
442 B. The Authority may not incur or create any liability that permits recourse by any
443 contracting party or member of the public against any assets, services, Resources, or credit
444 of the County or Seattle, unless otherwise explicitly agreed to in writing by such Party.

445
446 C. No funds, assets, or property of the Authority shall be used for any partisan political
447 activity or to further the election or defeat of any candidate for public office; nor shall any
448 funds or a substantial part of the activities of the Authority be used for publicity or
449 educational purposes designed to support or defeat legislation pending before the
450 Congress of the United States, or any state legislature or any governing body of any
451 political entity; provided, however, that funds may be used for representatives and staff of
452 the Authority to communicate with governmental entities and members of Congress of the
453 United States or any state legislature or any governing body of any political entity
454 concerning funding and other matters directly affecting the Authority, so long as such
455 activities do not constitute a substantial part of the Authority's activities and unless such
456 activities are specifically limited in this Agreement.

457
458 D. All revenues, assets, or credit of the Authority shall be applied toward or expended upon
459 services, projects, and activities authorized by this Agreement. No part of the revenues,
460 assets or credit of the Authority shall inure to the benefit of, or be distributable as such to,
461 Governing Board Members, members of the Advisory Committee or other committees,
462 officers or other private persons, except that the Authority is authorized and empowered
463 to:

464
465 1. Provide a per diem to nongovernmental Governing Board Members who request
466 compensation because serving on the Governing Board presents a financial hardship;

467
468 2. Reimburse Governing Board Members, members of the Advisory Committee
469 or other committee, and employees and others performing services for the
470 Authority for reasonable expenses actually incurred in performing their duties,
471 and compensate employees and others performing services for the Authority a
472 reasonable amount for services rendered;

473
474 3. Assist Governing Board Members, members of the Advisory Committee or
475 other committee, or employees as members of a general class of persons who
476 receive services provided by or through the Authority as long as no special
477 privileges or treatment accrues to such Governing Board Members, members of
478 the Advisory Committee or other committee or employees by reason of their
479 status or position in the Authority;

480
481 4. To the extent permitted by law, as subject to the provisions of Section 5 of Article

482 VIII, defend and indemnify any former Implementation Board members, any
483 former Governing Committee members, any current or former Governing Board
484 Members, or employees;

485
486 5. Purchase insurance to protect and hold personally harmless any former
487 Implementation Board members, former Governing Committee members, current or
488 former Governing Board Members, or employees and their successors from any
489 action, claim, or proceeding instituted against the foregoing individuals arising out of
490 the performance, in good faith, of duties for, or employment with, the Authority during
491 the applicable time periods of their performance and to hold these individuals harmless
492 from any expenses connected with the defense, settlement, or monetary judgments
493 from such actions, claims, or proceedings. The purchase of such insurance and its
494 policy limits shall be discretionary with the Governing Board, and such insurance
495 shall not be considered to be compensation to the insured individuals. The powers
496 conferred by this Subsection 1.D.5. of Article VI shall not be exclusive of any other
497 powers conferred by law to purchase liability insurance; and

498
499 6. Sell assets for a consideration greater than their reasonable market value or
500 acquisition costs, charge more for services than the expense of providing them, or
501 otherwise secure an increment in a transaction, or carry out any other transaction or
502 activity, as long as such gain is not the object or purpose of the Authority's
503 transactions or activities, and such gain shall be applied to providing Homeless
504 Services, and as long as no Party is charged more than its total annual or biennial
505 allocation as provided in this Agreement

506
507 E.. The Authority shall not issue shares of stock, pay dividends, make private
508 distribution of assets, make loans to its Governing Board Members, committee
509 members, or employees or otherwise engage in business for private gain.

510
511 **Section 2. Limitation on Liability.**

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

517
518 **Section 3. Mandatory Disclaimer.**

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

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

532
533 **ARTICLE VII**
534 **BUDGETING AND CONTRACTING**
535

536 **Section 1. Provision of Funds.**

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

544
545 B. The Authority shall present its Funding Requests to each Party, as described in Section
546 1.A. of this Article VII, to the Governing Board for review prior to submitting it to each
547 Party.

548
549 C. The Authority shall submit an Annual Budget to the Governing Board for review and
550 adoption. The Authority’s Annual Budget shall be consistent with the funding
551 appropriated by each Party in that Party’s adopted budget and any other applicable
552 restrictions. The Governing Board should strive to approve the Authority’s Annual Budget
553 for the coming fiscal year in advance of the fiscal year effective date but shall approve the
554 Annual Budget no later than January 31 of the fiscal year in question. The Governing
555 Board may provide further direction on additional information needed and the preferred
556 form, level of detail, and timing of receipt.

557
558 D. It is Seattle’s intent to provide at least the same level of funding to the Authority that it
559 budgeted in 2019 for the Homeless Services contracts anticipated to be transferred to the
560 Authority and related administrative expenses, in all cases subject to annual budget
561 appropriations. In 2019 that amount was approximately \$73,000,000. Seattle’s funding
562 shall be reduced to the extent Seattle directly pays for programs and administration.

563
564 E. It is the County’s intent to provide at least the same level of funding to the Authority
565 that it budgeted in 2019 for the Homeless Services contracts anticipated to be transferred to
566 the Authority and related administrative expenses, subject to annual budget appropriations.
567 In 2019 that amount was approximately \$55,000,000. In accordance with the foregoing,
568 the County anticipates providing the following to the Authority, in all cases subject to
569 budget appropriations.

570
571 1. The County agrees to make facilities available to the Authority for Authority

572 operations. The County’s funding to the Authority in Section 1.E. of this Article
573 VII shall include the value of County space contributed by the County to the
574 Authority.
575

576 2. The County’s funding in Section 1.E. of this Article VII shall be reduced to the
577 extent the County directly pays for programs and administration.
578

579 F. The Parties shall enter into separate Master Services Agreements with the Authority
580 setting forth each Party’s respective processes and requirements to provide Resources or
581 other consideration to the Authority pursuant to the terms and conditions set forth herein
582 and in the Party’s Master Services Agreement with the Authority. The Parties shall
583 collaborate so that, to the extent possible, their Master Services Agreements have similar
584 and consistent terms, conditions, and requirements so as to reduce inefficiencies and avoid
585 any conflicting requirements for the Authority. The terms of the Master Agreements shall
586 be consistent with this Agreement; in the event of a conflict between a Master Agreement
587 and this Agreement, the terms of this Agreement shall prevail.
588

589 G. The Parties shall use their best efforts to coordinate the development of their respective
590 Master Agreements to ensure consistency and that the Authority shall be provided
591 adequate Resources to optimize the provision of Homeless Services with appropriate
592 accountability.
593

594 H. If the Authority applies for and receives Resources which had, in prior years, been
595 accredited to either Seattle or King County, then: (1) in future years, the amount of such
596 monies shall be credited towards the allocations as defined in Section 1.D. and 1.E. of this
597 Article VII, respectively, and (2) the Authority shall give first priority to providing
598 services to those persons who were previously served by such monies.
599

600 I. Seattle or the County may reduce their expected funding, set forth in Sections 1.D. and
601 1.E. of this Article VII respectively, commensurate with reductions or eliminations of
602 funding available for homelessness programs or services, by providing written notice to
603 the Authority and executing a unilateral amendment to the affected Party’s Master
604 Services Agreement.
605

606 J. The Authority shall comply with all Federal, State, Seattle and County statutory and
607 legal requirements, as applicable, in respect to all grant funds contributed by each Party.
608

609 K. The Authority shall be subject to annual audits by the State Auditor, and by Seattle and
610 the County, at the option of each.
611

612 **Section 2. Information Required for Oversight of the Authority.** Each of the Master
613 Agreements shall include provisions obligating the Authority to provide the following minimum
614 information to each Party:
615

616 A. An annual operating budget displaying the various sources and uses of Authority
617 revenues, with expenditures aggregated and disaggregated based on source;
618

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

621
622 C. Standards and procedures for the awarding of contracts to service providers,
623 including means to measure outcomes;

624
625 D. Annual reports showing comparative outcomes by service providers and
626 evaluations of contract performance;

627
628 E. Monthly reporting on cashflow projections when Authority cash balance becomes
629 negative for two consecutive months or more.

630
631 F. An annual performance update on the Five-Year Plan or successor planning
632 document.

633
634 **Section 3. Subscribing Agency Service Contracts for the Provision of Homeless Services.**
635 Subject to Board approval as needed under Article XI, Section 1, nothing herein shall prohibit the
636 Authority from entering into contracts with Subscribing Agencies (“Subscribing Agency
637 Contracts”) so long as (i) such contracts are subject to the availability of grant or other funding,
638 (ii) upon request, copies of such contracts be provided to a Party, and (iii) such Subscribing Agency
639 Contracts do not impair the obligations of the Authority to any Party or any other contractors. In
640 consideration for the Authority providing such Homeless Services to a Subscribing Agency, that
641 Subscribing Agency shall either provide Resources to the Authority or align the Subscribing
642 Agency’s provision of related services consistent with the Authority’s budget, the Five-Year Plan
643 or successor planning document, and the Authority’s Policies and Plans as approved by the
644 Governing Board. The Authority shall fund and provide services across the County regardless of
645 whether a local jurisdiction is a Subscribing Agency to this Agreement.

646
647 **ARTICLE VIII**
648 **ORGANIZATION OF AUTHORITY**
649

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

656
657 A. Governing Board Composition. The Governing Board shall be composed of the
658 following members:

- 659
660 1. The County Executive;
- 661
662 2. Two (2) members of the King County Council. One (1) of the two (2)
663 Councilmembers shall represent a district that is in whole or in part located in Seattle
664 and one (1) shall represent a district outside of Seattle;
- 665
666 3. Seattle Mayor;
- 667
668 4. Two (2) members of the Seattle City Council;

669
670 5. Three (3) members who shall be elected officials from cities or towns other than
671 Seattle and shall be appointed by the Sound Cities Association; and
672

673 6. Three (3) members representing individuals with Lived Experience. The City of
674 Seattle, King County, and Sound Cities Association shall each appoint one member
675 with Lived Experience. Each of these members should possess demonstrable
676 expertise, experience, and/or skill in one or more of the areas specified below:
677

678 a. Implementation of policies and practices that promote racial-ethnic equity
679 within an organization of similar size and responsibility to the Authority,
680

681 b. Fiscal oversight of entities with budgets of similar size to the Authority,
682

683 c. Direction or oversight of business operations and/or strategy of a large
684 public or private entity or organization,
685

686 d. Federal Continuum of Care program governance and operations,
687

688 e. Provision of services for persons experiencing homelessness or related
689 social services with an emphasis on serving populations disproportionately
690 represented among those experiencing homelessness, and
691

692 f. Academic research on topics related to homelessness and/or performance
693 evaluation.
694

695 The elected members of the Governing Committee established under the Original ILA shall
696 serve as members of the Governing Board until their existing respective terms end. The
697 members who represented individuals with Lived Experience on the Governing Committee
698 under the Original ILA shall continue serving as members on the Governing Board until the
699 respective appointments are made by the City of Seattle, King County, and Sound Cities
700 Association.
701

702 When future Governing Board members are selected, each respective bloc referenced above
703 in this Section 1.A. of Article VIII shall notify the other blocs of the names and contact
704 information for that bloc's selected members. Notice to the County shall be sent to both the
705 County Executive and the Chair of the County Council. Notice to Seattle shall be sent to
706 both the Seattle Mayor and the president of the Seattle City Council. Notice to SCA shall be
707 sent to the SCA Executive Director.
708

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

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Section 2: Powers and Authority of the Governing Board

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

A. Approving or amending:

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

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

C. Providing fiduciary oversight, including through:

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

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

E. Staying apprised of significant staffing and organizational changes.

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

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

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

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

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

768
769 K. Consulting with CEO on labor parameters for the negotiation of any labor agreements
770 with specifics provided for in Board by-laws as needed.

771
772 The Governing Board may reasonably expect and request Authority staff to provide information
773 necessary to ensure it can carry out these powers and authority. The Governing Board may delegate
774 discrete powers and authorities to subcommittees as described in bylaws or by resolution. The
775 Governing Board may elect to delegate discrete powers and authorities under subsection B., D., G.
776 and I. of this Section 2 to the CEO.

777
778 **Section 3: Actions Requiring Approval by Resolution and Voting.** A general or particular
779 authorization and concurrence of the Governing Board by resolution shall be necessary for any of
780 actions specified elsewhere in this Agreement for Governing Board approval or authorization
781 and as provided in Section 3 of this Article VIII.

782
783 Each individual Governing Board Member shall be a voting member and shall have one vote. A
784 Governing Board Member may not split his or her vote on an issue. No voting by proxies or mail-
785 in ballot is allowed. Voting by a designated alternate pursuant to the terms of the Bylaws or policies
786 of the Authority is not considered a vote by proxy.

787
788 A. The following actions of the Governing Board shall require an affirmative vote of a
789 majority of Governing Board Members present, provided quorum requirements in
790 Section 4 of this Article VIII are met:

- 791
792 1. Recommend to the County Council and Seattle City Council amendments to
793 this Agreement;
- 794
795 2. Adopt and amend Bylaws of the Governing Board;
- 796
797 3. Approve performance metrics;
- 798
799 4. Approve an annual work plan for the Authority;
- 800
801 5. Approve new or revised sub-regional plans;
- 802
803 6. Change the name of the Authority;
- 804
805 7. Accept or convey an interest in real estate, except for i) lien releases or ii)
806 satisfactions of a mortgage after payment has been received, or iii) the execution
807 of a lease for a current term less than one (1) year;
- 808
809 8. To the extent permitted by State law, accept donation of money, property or
810 other assets made to the Authority;
- 811
812 9. Adopt internal policies and procedures for oversight of major expenditures and
813 other transactions;

814
815 10. Approve labor agreement for Authority staff.
816

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

- 820
- 821 1. Approve or amend Policies and Plans;
 - 822
 - 823 2. Approve or amend the Annual Budget;
 - 824
 - 825 3. Confirm the Chief Executive Officer.
 - 826

827 C. Removal of the Chief Executive Officer shall require an affirmative vote of nine (9)
828 Members of the Governing Board.
829

830 **Section 4: Organization**

831

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

834

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

838

839 C. **Term.** The terms of the Seattle Mayor and the County Executive shall be co-terminus
840 with their respective offices. The County Council and Seattle City Council shall determine
841 which of its respective members shall serve on the Governing Board and such Members
842 shall serve until replaced or until no longer a member of their respective Council. The
843 Governing Board Members that are city elected officials from outside Seattle are appointed
844 by the SCA and shall serve until replaced or until no longer eligible for appointment. The
845 Governing Board Members representing individuals with Lived Experience shall serve for
846 up to twenty-four months or as further defined in Governing Board by-laws.

847

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

853

854 E. **Forfeiting a Governing Board Member Position.** Pursuant to this Section 4 of
855 Article VIII, forfeiture of a governing board membership position shall be effective
856 immediately unless otherwise provided in the resolution. Any successor shall be selected
857 in the same manner as the appointment for the forfeited Governing Board Member
858 position.
859

860 **Section 5. Right to Indemnification.**

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

862 without limitation, as a witness) in any actual or threatened action, suit, or proceeding, whether
863 civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a
864 Governing Board Member or employee of the Authority, or was a former member of either the
865 Governing Committee or Implementation Board, acting within the course and scope of carrying
866 out duties under this Agreement, whether the basis of such proceeding is alleged action in an
867 official capacity as a director, trustee, officer, employee, or agent, or in any other capacity relating
868 to the Authority, shall be indemnified and held harmless by the Authority to the full extent
869 permitted by applicable law as then in effect, against all expense, liability and loss (including
870 attorneys' fees, judgments, fines and amounts to be paid in settlement) actually and reasonably
871 incurred or suffered by such person in connection therewith, and such indemnification shall
872 continue as to a person who has ceased to be in such position and shall inure to the benefit of his or
873 her heirs, executors and administrators; provided, however, that except as provided in this Section
874 5 of Article VIII with respect to proceedings seeking to enforce rights to indemnification, the
875 Authority shall indemnify any such person seeking indemnification in connection with a
876 proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was
877 authorized by the Governing Board; provided, further, the right to indemnification conferred in
878 this Section 5 of Article VIII shall be a contract right and shall include the right to be paid by the
879 Authority the expenses incurred in defending any such proceeding in advance of its final
880 disposition; provided, however, that the payment of such expenses in advance of the final
881 disposition of a proceeding shall be made only upon delivery to the Authority of an undertaking,
882 by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined
883 that such person is not entitled to be indemnified under this Section 5 of Article VIII or otherwise.
884

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

887
888 A. Acts or omissions of such person finally adjudged to be reckless misconduct, intentional
889 misconduct or a knowing violation of law; or

890
891 B. Any transaction with respect to which it was finally adjudged that such person
892 personally received a benefit in money, property, or services to which such person was not
893 legally entitled.
894

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

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

914
915 The right of indemnification and the payment of expenses incurred in defending a proceeding in
916 advance of its final disposition conferred in this Section 5 of Article VIII shall not be exclusive
917 of any other right which any person may have or hereafter acquire under any statute, provision of
918 this Agreement, Bylaws, any other agreement or otherwise.

919
920 The Authority shall maintain in full force and effect public liability insurance in an amount
921 sufficient to cover potential claims for bodily injury, death or disability and for property damage,
922 which may arise from or be related to projects and activities of the Authority and its Governing
923 Board Members, staff and employees.

924
925 **Section 6. Conduct; Code of Ethics.**
926 Governing Board Members, members of the Advisory Committee or other committee and
927 employees of the Authority shall conduct themselves in accordance with all applicable laws,
928 including but not limited to, chapter 42.23 RCW (the “Code of Ethics for Municipal Officers”),
929 chapter 42.30 RCW (the “Open Public Meetings Act”), and this Agreement and policies of the
930 Authority.

931
932 All letters, memoranda and electronic communications or information (including email) that
933 relate to conduct of the Authority or the performance of any Authority function may be public
934 records subject to disclosure under chapter 42.56 RCW (the “Washington Public Records Act”).
935 In the event that the Authority or any Governing Board Member or any member of the Advisory
936 Committee or other committee receives a request for such records, the Governing Board Member
937 or any member of the Advisory Committee or other committee shall immediately provide the
938 request to the public records officer of the Authority and assist the public records officer in
939 responding to the request.

940
941 Governing Board Members and members of the Advisory Committee or other committee shall
942 respect the confidentiality requirements regarding personnel, real estate transactions, proprietary
943 matters, and attorney-client privileged communications, including those requirements listed
944 herein and any other confidential information that is gained through their positions with the
945 Authority. The Authority, rather than any individual, is the holder of these privileges and
946 protections and only the Authority may elect to waive any such privileges or protections.

947
948 Any Governing Board Member, member of the Advisory Committee or other committee or
949 Authority employee who has an actual or potential interest, or whose immediate family member
950 (spouse, partner, child, sibling, or parent) has an interest, in any matter before the Governing Board
951 that would tend to prejudice his or her actions shall so publicly indicate according to the policies
952 and procedures of the Authority. In such case any such individual shall recuse and refrain from
953 voting upon and any manner of participation with respect to the matter in question so as to avoid
954 any actual or potential conflict of interest. This requirement shall be in addition to all
955 requirements under the Code of Ethics for Municipal Officers.

956
957 Governing Board Members, members of the Advisory Committee or other committee and

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

965
966 Notwithstanding anything herein to the contrary, the prohibition on conflicts of interest shall not
967 apply to or otherwise prohibit a Governing Board Member from serving on the Board or voting on
968 matters if such Member receives generally the same interest or benefits as are being made available
969 or provided to a group or class of low-income, homeless or formerly homeless persons intended to
970 be the beneficiaries of the services provided by or through the Authority. To ensure a diversity of
971 representation on the Advisory Committee or other committee, nothing herein shall prevent
972 members of such bodies for whom service may be a financial hardship from receiving a stipend
973 consistent with the stipend policies of similarly situated public and nonprofit boards.

**ARTICLE IX
OFFICERS OF AUTHORITY; STAFFING**

Section 1. Officers.

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

Section 2. Duties of Officers.

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

Section 3. Incapacity of Officers.

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

Section 4. Advisory Committee; Committees.

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

1012 Governing Board by providing a broad array of perspectives, if such Continuum of Care Board
1013 takes action to serve as the Governing Board’s Advisory Committee. In the event that an existing
1014 Continuum of Care Board takes action to serve as the Authority’s Advisory Committee, the
1015 Governing Board may confirm any or all of the members of the Continuum of Care Board as
1016 members of the Advisory Committee. The Advisory Committee shall be comprised of individuals
1017 with experience related to preventing and ending homelessness, including but not limited to:
1018 persons currently experiencing homelessness, populations disproportionately impacted by
1019 homelessness, Homelessness Services Providers, business, healthcare, labor and/or workforce,
1020 homeless housing and services, behavioral health services, criminal justice system, child welfare
1021 and data evaluation. The Advisory Committee membership composition must comply with the
1022 United States Department of Housing and Urban Development’s Continuum of Care Board
1023 requirements defined in 24 CFR Part 578 or its successor regulations and should maximize the
1024 Seattle King County Continuum of Care’s competitiveness for federal funds. Advisory
1025 Committee members shall not concurrently serve as members of the Governing Board.

1026
1027 The Governing Board may create additional committees and appoint individuals to such
1028 committees as set forth in the Bylaws or policies approved by the Governing Board.

1029
1030 **Section 5. Chief Executive Officer.**

1031 A. The Chief Executive Officer ("CEO") is responsible to the Governing Board for the
1032 effective operations of the Authority and for carrying out all Policies and Plans approved by
1033 the Governing Board.

1034
1035 B. The CEO shall work with the Governing Board to create a process that allows Governing
1036 Board members sufficient time and opportunity to review, provide guidance on, and help
1037 shape Policies and Plans.

1038
1039 C. The CEO and/or his or her designee shall be the lead party responsible for negotiating
1040 labor agreements and shall negotiate such agreements based on consultations with the
1041 Governing Board.

1042
1043 D. The CEO shall recognize the significance of labor rights and existing collective bargaining
1044 agreements. The CEO shall also consider the compensation and working conditions of the
1045 Parties’ existing employees “on loan” to the Authority, if applicable.

1046
1047 E. The CEO is responsible for meeting any reporting deadlines established herein or by
1048 Governing Board resolution.

1049
1050 F. The CEO shall track and report on philanthropic activities and contributions, including
1051 both to the Authority and other major investments or initiatives by philanthropy in King
1052 County to address homelessness.

1053
1054 G. The CEO shall provide regular reports on CoC activities, including a timeline of key CoC
1055 application milestones, the content of the most recent CoC application to be submitted to
1056 HUD, the outcome of the Authority’s CoC application, and information on the operations
1057 and outcomes of Coordinated Entry and permanent supportive housing with CoC funds. The
1058 CEO reports should also proactively identify any CoC related issues or challenges and keep
1059 the Governing Board apprised of planned actions to address them.

1061 H. The CEO shall provide on-going reporting and documentation to the Governing Board as
1062 needed or requested to ensure the Governing Board can provide sufficient fiduciary oversight,
1063 strategic and policy direction, and performance monitoring of the Authority. At a minimum,
1064 the Authority shall provide the following, working in consultation with the Governing Board
1065 on the specifics to be included and the requisite format:
1066

1067 1. Quarterly and year-end financial reports comparing actuals against budgeted
1068 amounts at the programmatic level and year-end projected expenditures based on
1069 actuals to date.
1070

1071 2. Quarterly reports on the progress of the Authority, including key performance
1072 metrics and progress on implementing the Authority’s annual work plan.
1073

1074 3. When Authority cash flow balances are negative for two months in a row, the
1075 CEO or a designee must present to the KCEO Finance committee and receive
1076 authorization for temporary use of County’s cash pool to cover the Authority’s
1077 negative cash position.
1078
1079

1080 I. The CEO shall annually present an overview of the Authority’s Proposed Budget,
1081 progress on the annual work plan, and an update on how the Authority is performing against
1082 performance metrics approved by the Governing Board, to the (1) Seattle City Council or a
1083 committee thereof, as determined by the Seattle City Council; and (2) King County Council
1084 or a committee thereof, as determined by the County Council. The date of such annual
1085 presentations shall be determined at the discretion of the Parties.
1086

1087 J. The following may be delegated to the CEO: (1) the authority to sign documents and
1088 contracts on behalf of the Authority; and (2) such other duties as delegated or assigned by
1089 the Governing Board.
1090

1091 K. The CEO shall cause the Authority to carry out the Policies and Plans to be approved by
1092 the Governing Board, including through contracting for services, contracting to provide
1093 Homeless Services, making funding awards and doing all things necessary to oversee and
1094 carry out the implementation of the Authority’s programs.
1095

1096 L. The CEO shall actively and continuously consider and evaluate all means and
1097 opportunities to further the enhancement of operational effectiveness of Homeless Services.
1098
1099

1100 **Section 6. Office of the Ombuds.**

1101 The Authority shall operate an Office of the Ombuds (“Office of the Ombuds”) to promote public
1102 confidence in the Authority’s ability to effectively, efficiently and equitably serve Customers. The
1103 Office of the Ombuds shall gather information from Customers, Contract Holders, and community
1104 members to support the Authority’s efforts to improve the operations and outcomes of the
1105 Authority’s Contract Holders; ensure ease of contact for Customers, Contract Holders, and
1106 community members and provide appropriate resources to resolve their concerns; implement
1107 strategies to collect, investigate, and respond to complaints and concerns about the delivery of
1108 Homeless Services, policies, program administration, or other activities overseen or funded by the
1109 Authority; develop methods to respond to complaints or concerns in an equitable, impartial, and
1110 efficient manner; and be authorized to investigate complaints and issue findings, collect and

1111 analyze aggregate complaints data, and consult with Authority leadership and Customers, Contract
1112 Holders, and community members to design and recommend improvements in Homeless Services,
1113 funding or oversight. The Office of the Ombuds reports directly to the Authority CEO and shall
1114 provide a written report annually to the Governing Board on Office of the Ombuds activities and
1115 trends in the homeless response system derived from its interactions with Customers, Contract
1116 Holders, and community members who contact the office.

1117
1118 **ARTICLE X**
1119 **MEETINGS OF THE AUTHORITY**
1120

1121 **Section 1. Time and Place of Meetings.**

1122 The Governing Board shall determine the frequency of regular meetings needed to undertake
1123 their duties under this Agreement. No later than the last regular meeting of each calendar year,
1124 the Governing Board shall adopt a resolution specifying the date, time and place of regular
1125 meetings for the upcoming calendar year. A copy of the resolution shall be distributed in the
1126 same manner as notice of special meetings is provided pursuant to Section 3 of this Article X. At
1127 any regular meeting of the Governing Board, any business may be transacted and the Governing
1128 Board may exercise all of its powers. Special meetings of the Governing Board may be held
1129 from time to time in accordance with chapter 42.30 RCW (the “Open Public Meetings Act”) and
1130 Section 3 of this Article X.

1131
1132 **Section 2. Notice of Regular Meetings.**

1133 At the beginning of each calendar year, the Authority shall post on its website the time and place
1134 of regular meetings of the Governing Board for that calendar year. As the Advisory Committee
1135 meeting schedule is established, the Authority shall post on its website those meeting times and
1136 places. In addition, the Authority shall provide reasonable notice of such meetings to any
1137 individual specifically requesting it in writing. If a regular meeting schedule is to be changed by
1138 resolution, a copy of the resolution shall be distributed in the same manner as notice of special
1139 meetings is provided pursuant to Section 3 of this Article X and the change posted on the
1140 Authority’s website.

1141
1142 **Section 3. Notice of Special Meetings.**

1143 Except as provided in Section 10 of this Article X, notice of all special meetings of the Governing
1144 Board shall be given by the chairperson (or co-chair, if applicable) or by the majority of
1145 Governing Board Members calling the special meeting in accordance with RCW 42.30.080 by
1146 delivering personally, by electronic mail or by mail written notice at least 24 hours prior to the
1147 time of the meeting to each applicable Governing Board Member, to each local newspaper of
1148 general circulation and to each radio or television station that has requested notice and to any
1149 other individual specifically requesting it in writing, and posted on the Authority’s website. The
1150 call and notice of all special meetings shall specify the time and place of all special meetings and
1151 the business to be transacted. Notice of special meetings of the Advisory Committee shall comply
1152 with 24 CFR 578.

1153
1154 **Section 4. Waiver of Notice.**

1155 Notice as provided herein may be deemed waived as to any Governing Board Member who, at or
1156 prior to the time the meeting convenes, files with the Authority a written waiver of notice or who
1157 is actually present at the meeting at the time it convenes. Such notice may also be dispensed with
1158 as to special meetings called to deal with an emergency involving injury or damage to persons or

1159 property or the likelihood of such injury or damage, where time requirements of such notice
1160 would make notice impractical and increase the likelihood of such injury or damage.

1161
1162 **Section 5. Agendas.**

1163 In accordance with chapter 42.30 RCW (the “Open Public Meetings Act”) for the Governing
1164 Board, and in accordance with 24 CFR 578 for the Advisory Committee, at least 24 hours before
1165 any regular or special meetings, the agenda for that meeting shall be posted along with relevant
1166 meeting materials and also be emailed or otherwise provided to the Seattle Council Clerk and to
1167 the County Council Clerk.

1168
1169 **Section 6. Open Public Meetings.**

1170 All meetings of the Governing Board shall be open to the public if and to the extent required by
1171 chapter 42.30 RCW (the “Open Public Meetings Act”). The Governing Board may hold executive
1172 sessions to consider matters enumerated in chapter 42.30 RCW (the “Open Public Meetings Act”)
1173 or as otherwise authorized by law. The meetings of the Advisory Committee shall be open to the
1174 public, except that the Advisory Committee may hold executive sessions as it deems necessary.

1175
1176 **Section 7. Telephonic or Virtual Participation.**

1177 The Governing Board may participate in a regular or special meeting of the applicable body
1178 through the use of any means of communication by which all attending Governing Board
1179 Members and members of the public participating in such meeting can hear each other during the
1180 meeting. Any Governing Board Member participating in a meeting by such means is deemed to
1181 be present in person at the meeting for all purposes including, but not limited to, establishing a
1182 quorum.

1183
1184 **Section 8. Parliamentary Authority.**

1185 The rules in the current edition of Robert’s Rules of Order Newly Revised, 11th Edition, shall
1186 govern the Authority in all cases to which they are applicable, where they are not inconsistent
1187 with this Agreement or with the special rules of order of the Bylaws of the respective body.

1188
1189 **Section 9. Minutes.**

1190 Copies of the minutes of all regular or special meetings of the Governing Board shall be available
1191 to any person or organization that requests them. The minutes of all Governing Board meetings
1192 shall include a record of individual votes on all matters requiring Governing Board approval.

1193
1194
1195 **Section 10. First Meeting of the Governing Board.**

1196 The Seattle Mayor and the County Executive shall authorize the Authority to jointly notice the
1197 first meeting of the Governing Board as a special meeting and jointly prepare an agenda. This
1198 first meeting shall occur within 90 days of the Amendment Effective Date.

1199
1200 **ARTICLE XI**
1201 **MISCELLANEOUS**

1202
1203 **Section 1. Geographic Limitation.**

1204
1205 The Authority may conduct activities outside of the County, subject, however, to a contract with
1206 a Subscribing Agency. The Authority shall not enter any interlocal agreements with other

1207 jurisdictions without the prior written authorization of the Governing Board.

1208

1209 **Section 2. Safeguarding of Funds.**

1210 Authority funds shall be deposited in a qualified public depository as required by law. The
1211 Authority shall establish a special fund with the County treasurer to be designated the “Operating
1212 Fund of the King County Regional Homelessness Authority.” The County shall act as the fiscal
1213 agent and Treasurer of the Authority with the authority to hold and invest funds on the Authority’s
1214 behalf and make payments for approved expenditures.

1215

1216 **Section 3. Public Records.**

1217 The Authority shall maintain all of its records in a manner consistent with the Preservation and
1218 Destruction of Public Records Act, chapter 40.14 RCW. The public shall have access to records
1219 and information of the Authority to the extent as may be required by applicable laws. All costs
1220 associated with complying with the Public Records Act, chapter 42.56 RCW, shall be borne by
1221 the Authority.

1222

1223 **Section 4. Reports and Information; Audits.**

1224 Within nine (9) months after the end of the Authority’s fiscal year, the Authority shall file an
1225 annual report with the Finance Directors of the County and Seattle containing an audited
1226 statement of assets and liabilities, income and expenditures and changes in the Authority’s
1227 financial position during the previous year (or unaudited information if an audit is not yet
1228 available, to be promptly followed by audited information); a summary of significant
1229 accomplishments; a list of depositories used; a projected operating budget (which may be an
1230 annual budget, a biennial budget or other form as authorized by State law); and a list of members
1231 and officers of the Governing Board.

1232

1233 The Authority shall be subject to annual audits by the State Auditor, and by Seattle and the County
1234 at the option of each. The Authority shall, at any time during normal business hours, make
1235 available to the County Executive, the County Council, the Seattle Mayor, the Seattle City
1236 Council, and the State Auditor for examination all of the Authority’s financial records.

1237

1238 **Section 5. Performance Audit.**

1239 The County and Seattle shall cause a performance audit to be conducted and completed by a
1240 consulting firm selected by the County and Seattle no later than six years after the Governing
1241 Board confirms the initial Five-Year Plan. The performance audit report shall be transmitted to the
1242 clerks of both the King County Council and the Seattle City Council.

1243

1244 **Section 6. Amendments to Agreement.**

1245

1246 No additions to or alterations of the terms of this Agreement shall be valid unless made in writing,
1247 approved by the legislative authorities of each Party and executed by duly authorized agents of
1248 each Party.

1249

1250 **Section 7. Nondiscrimination.**

1251 The Authority, its employees, agents, Contract Holders, and subcontractors, if any, shall at all
1252 times comply with any and all federal, State or local laws, ordinances, rules or regulations with
1253 respect to non-discrimination and equal employment opportunity, which may at any time be
1254 applicable to Seattle by law, contract or otherwise, including but not limited to all such

1255 requirements which may apply in connection with employment or the provision of services to the
1256 public.
1257

1258 Specifically, except as allowed by law, the matters or activities in Subsections A – C below shall
1259 not be directly or indirectly based upon or limited by age, sex, marital status, sexual orientation,
1260 race, creed, color, national origin, religion, pregnancy, gender, gender identity or expression,
1261 genetic information, domestic violence victimization, veteran or military status, or the presence of
1262 any sensory, mental, or physical disability or the use of a trained service animal by a person with
1263 a disability:

- 1264
- 1265 A. Membership on the Governing Board;
 - 1266 B. Employment, including solicitation or advertisements for employees; and
 - 1267 C. Provisions of services to and contracts with the public.
- 1268

1269 **Section 8. Labor Disputes.**

1270 Because labor disputes can lead to work stoppages or adversely impact the ability of the Authority
1271 to achieve desired outcomes, Seattle and the County have agreed and acknowledged in this
1272 Agreement that they have an interest in ensuring that the Authority’s operations and progress are
1273 not interrupted or interfered with by work stoppages or other labor disputes. Accordingly, Seattle
1274 and the County have agreed, which is hereby confirmed in this Agreement, that the Authority and
1275 entities that contract with the Authority are required to adhere to labor laws, commit to promoting
1276 labor harmony, and take reasonable measures to avoid any work stoppages or labor disputes in
1277 their operations.

1278

1279 **Section 9. Inventory and Property.**

1280 Property, equipment and furnishings for the operations of the Authority shall be acquired by the
1281 Authority as provided by law. If any Party furnishes property, equipment or furnishings for the
1282 Authority’s use, title to the same shall remain with the respective Party unless that property,
1283 equipment or furnishings are acquired by the Authority.

1284

1285 **Section 10. Interlocal Cooperation Act.**

1286 A. This Agreement is intended to create a separate governmental administrative entity
1287 within the meaning of RCW 39.34.030(3) and not a “joint board” within the
1288 meaning of RCW 39.34.030(4)(a).

1289

1290 B. Each Party shall file or post this Agreement as required by RCW 39.34.040.

1291

1292 **Section 11. Notice to the Parties.**

1293

1294 Any formal notice or communication to be given among the Parties to this Agreement shall
1295 be deemed properly given, if delivered either in physical or electronic means, or if mailed postage
1296 prepaid and addressed to:

1297

1298 King County
1299 Attn: Director, Department of Community and Human Services 401 Fifth
1300 Avenue, Suite 400
1301 Mailstop CNK-HS-0400
1302 Seattle, Washington 98104
1303

1304 City of Seattle
1305 Attn: Director, Human Services Department
1306 700 Fifth Ave., Suite 5800
1307 Seattle, Washington 98104
1308

1309 **Section 12. Additional Provisions.**

1310 **A. Integration.** This Agreement contains all of the terms and conditions agreed upon by the
1311 Parties hereto concerning the establishment of the Authority. No other understandings, oral
1312 or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to
1313 bind any of the Parties hereto. The Parties have read and understand all of this Agreement,
1314 and now state that no representation, promise, or agreement not expressed in this
1315 Agreement has been made to induce the officials of the Parties hereto to execute this
1316 Agreement.

1317
1318 **B. Severability.** In the event any provision of this Agreement shall be declared by a court
1319 of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and
1320 enforceability of the remaining provisions shall not, in any way, be affected or impaired
1321 thereby.

1322
1323 **C. Indemnification among the Parties Hereto.** To the maximum extent permitted by
1324 law, each Party shall defend, indemnify and hold harmless the other Party and its or their
1325 agents, employees, and/or officers, from any and all costs, claims, judgments, or awards of
1326 damages arising out of the negligent acts or omissions of such indemnifying party, its
1327 officers, employees or agents and shall process and defend at its own expense any and all
1328 claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of
1329 whatsoever kind or nature, brought against the other Party arising out of, in connection
1330 with, or incident to this Agreement and the indemnifying Party's negligent performance or
1331 failure to perform any aspect of this Agreement. In the event any such liability arises from
1332 the concurrent negligence of the indemnifying party and another party, the indemnity
1333 obligation of this section shall apply only to the extent of the negligence of the
1334 indemnifying party and its actors.

1335
1336 **D.** The foregoing provisions specifically and expressly intend to constitute a waiver of
1337 each party's immunity under industrial insurance, Title 51 RCW, as respects the other
1338 party only, and only to the extent necessary to provide the indemnified party with a full
1339 and complete indemnity of claims made by the indemnitor's employees. This waiver has
1340 been mutually negotiated.

1341
1342 **E. No Third Party Beneficiary Rights.** The provisions of this Agreement are for the sole
1343 benefit of the Parties, and they shall not be construed as conferring any rights to any third
1344 party (including any third party beneficiary rights).

1345
1346 **F. Authority Employees.** Except for those employees "on-loan" from the Parties, the
1347 Authority shall be responsible for all employer-obligated federal and/or State tax,
1348 industrial and insurance, and all wages, benefits, or other compensation, for all Authority
1349 employees.

1350
1351 **G. Counterparts.** This Agreement may be executed in any number of counterparts, each

1352 of whom shall be an original, but those counterparts shall constitute one and the same
1353 instrument.

1354

1355 This Agreement is APPROVED this ____ day of _____, ____.

1356

1357

1358

1359

1360

County Executive, King County

1361 ATTEST:

1362

1363

1364

[County Prosecuting Attorney]

1366

1367

1368 RECEIPT ACKNOWLEDGED BY:

1369

1370

1371

1372

Mayor, City of Seattle

1373

1374

1375 ATTEST:

1376

1377

1378

City Clerk

1379

Summary of Key Proposed Changes from the Original ILA

	Proposed Ordinance 2024-0257	Comments
Throughout the Amended ILA	<p>Removes prospective references to the Implementation Board and changes Governing Committee to Governing Board.</p> <p>Removes provisions related to the initial start-up.</p>	
Article I. Definitions	<p>Replaces the term "Goals, Policies, and Plans" with a new defined term "Policies and Plans" that includes major strategic documents, performance metrics, and a course of action that substantially changes the Authority's delivery of Homeless Services, including major changes in procurement policies. (Policies and Plans are to be approved by the Governing Board.)</p>	
Article II. Authority for King County Regional Homelessness Authority	<p>No significant changes.</p>	
Article III. Duration of Authority	<p>The ILA term would continue for an indefinite period until terminated by either Party through an authorizing resolution (by the Seattle City Council) or motion (by the King County Council).</p> <p>Termination would be effective not less than 12 months from the date the resolution or motion was delivered to the other party and the Authority unless the Mayor and Executive jointly agree that termination can and should occur more quickly.</p>	<p>The original ILA duration was five years with an automatic renewal starting in the sixth year for an indefinite period or until terminated by the Parties. The original agreement did not allow for either Party to unilaterally terminate within the first five years.</p> <p>Termination would be not less than one year from the later date that the County's motion or Seattle's resolution was delivered to the Authority.</p>

	Proposed Ordinance 2024-0257	Comments
<p>Article IV. Purpose, Mission, Scope of Work, and Guiding Principles of the Authority</p>	<p>One the Authority's purposes is updated to "Administering funding for consolidated, aligned homelessness services for individuals and families who are experiencing homelessness or who are at imminent risk of experiencing homelessness in the jurisdictional boundaries of King County..."</p> <p>The mission is also proposed to be updated to: "Administering effective, performance-based Homeless Services to support a high-functioning homelessness crisis response system to significantly decrease the incidence of unsheltered homelessness across King County using equity and social justice principles."</p> <p>The amended ILA proposes new guiding principles (excerpted): "The Authority shall establish and operate under an equity-based decision-making framework to inform its policy recommendations to the Governing Board, business process, and funding decisions. This... framework shall provide for inclusion of Customers... in decisions that will affect them... This framework shall be informed by people with Lived Experience and be approved by the Governing Board of the Authority." In addition: "When appropriate, the Authority shall solicit feedback from contracted Homeless Service Providers..."</p> <p>The proposed amended ILA would modify an existing guiding principle to state that the Authority will be "guided by housing first and other approaches consistent with research, best practices and innovation... including but not limited to comprehensive substance use disorder treatment, recovery housing, and behavioral health services."</p>	<p>The original ILA included a purpose of "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..."</p> <p>The original mission was "to significantly decrease the incidence of homelessness throughout King County, using equity and social justice principles."</p> <p>The original ILA included a guiding principle that called for the Authority to establish clear protocols for decision-making that have a clear process for Customer and provider input.</p> <p>The original ILA guiding principle said that "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 and preserve existing affordable housing, with a priority for permanent supportive housing."</p>

	Proposed Ordinance 2024-0257	Comments
Article V. Powers of Authority	No significant changes.	
Article VI. Limits on Authority Powers	<p>Updates per diem allowances to allow for Governing Board members to request compensation if serving on the Board presents a financial hardship.</p> <p>Specifies that insurance purchased to protect and hold harmless committee members includes former Implementation Board members, former Governing Committee members, and current and former Governing Board members.</p>	<p>The original ILA allowed for per diem to be paid to Implementation Board members who have experienced homelessness.</p>
Article VII. Budgeting and Contracting	<p>Requires the Authority to annually submit a Funding Request to each Party, consistent with the annual budget instruction provided by each Party's Executive branch.</p> <p>Requires the Authority to present its Funding Requests to each Party for review prior to formal submission.</p> <p>Requires the Authority to submit an Annual Budget to the Governing Board for review and adoption, consistent with the funding appropriated by each Party.</p> <p>States that Seattle's funding shall be reduced when Seattle directly pays for programs and administration.</p> <p>Adds a new requirement for monthly reporting on cashflow projections when the Authority's cash balance is negative for 2+ consecutive months.</p>	<p>Under the original ILA, the Authority submitted a proposed budget request, consistent with the budget approved by the Governing Committee.</p>

Article VIII. Organization of Authority

Renames the Governing Committee (the administrator of the Authority) to the Governing Board (the governing and oversight body of the Authority).

Removes the requirement that Governing Committee members shall strive to reflect the racial and ethnic makeup of residents overall.

Changes the appointment process for the 3 Lived Experience members to have one each appointed by King County, Seattle, and the SCA.

States that Lived Experience members should possess expertise, experience, or skill in 1+ of the specified areas, including:

- Implementation of policies that promote racial-ethnic equity;
- Fiscal oversight;
- Direction of business operations or strategies;
- CoC governance and operations;
- Provision of services for persons experiencing homelessness; and
- Academic research on topics related to homelessness and performance evaluation.

Outlines new powers of the Governing Board, including:

- Approving/amending Policies and Plans, budgets, and initiatives.
- Approving/monitoring performance metrics and monitoring;
- Providing fiduciary oversight;
- Monitoring progress on implementation of goals and deliverables;
- Staying apprised of staffing/organizational changes;

Previously, Lived Experience members were selected by the Advisory Committee, considering recommendations from the Coalition of Lived Experience.

The original ILA outlined Implementation Board member expertise and skills, not specific to Lived Experience members.

	Proposed Ordinance 2024-0257	Comments
	<ul style="list-style-type: none"> •Conducting an annual performance evaluation of the CEO; •Approving policies for competitive procurement processes; •Approving policies for oversight of major expenditures; •Regularly receiving information on issues related to the CoC; •Providing direction to the CEO to initiate conversations with the CoC board on performance; and •Consulting with the CEO on labor agreement negotiations. <p>Adds additional actions requiring Board approval, including:</p> <ul style="list-style-type: none"> •Approving an annual work plan; •Approving new/revised sub-regional plans; •Accepting/conveying interest in real estate; •Accept donations of money, property, or assets; •Adopt policies and procedures for oversight of major expenditures; and •Approve labor agreements. 	<p>These actions would be added to the following that would be retained from the initial ILA:</p> <ul style="list-style-type: none"> •Recommending amendments to the ILA; •Adopting Bylaws; •Approving performance metrics; •Changing the name of the Authority; •Approving Policies and Plans; •Approving Annual Budgets; •Confirming the CEO; and •Removing the CEO.

	Proposed Ordinance 2024-0257	Comments
Article IX. Officers of Authority; Staffing	<p>Specifies that the Continuum of Care Board would be recognized by the Governing Board to act as its Advisory Committee.</p> <p>Adds a new provision that the Advisory Committee membership must comply with HUD COC Board requirements and should maximize the COC’s competitiveness for federal funds.</p> <p>Adds a new prohibition against Advisory Committee members from serving on the Governing Board.</p> <p>Adds additional requirements and criteria for the role CEO, including:</p> <ul style="list-style-type: none"> •Working with the Governing Board to create a process that allows Board members sufficient time and opportunity to provide guidance on Policies and Plans; •Leading labor agreement negotiations; •Meeting reporting deadlines; •Tracking and reporting on philanthropic activities and contributions; •Providing regular reports on CoC activities; and •Providing ongoing reporting to the Governing Board to ensure the Board can provide oversight, policy direction, and performance monitoring. <p>Removes specificity around the CEO recruitment process.</p> <p>Regarding the Office of the Ombuds, adds “contract holders and community members” to the list of those who should be consulted when recommending improvements to homeless services, funding, or oversight.</p>	<p>Previously, the Implementation Board was to recognize the Advisory Committee.</p> <p>The original ILA included language around the development of a staffing plan, which was to include major bodies of work for the Authority. The amended and restated ILA would add specificity about the roles and responsibilities of the CEO.</p>

	Proposed Ordinance 2024-0257	Comments
Article X. Meetings of the Authority	<p>Requires the Governing Board to determine the frequency of regular meetings.</p> <p>Requires the agenda and materials be emailed to the Seattle Council and County Council Clerks 48 hours in advance of a meeting.</p>	<p>The original ILA directed the Governing Committee to meet at least 4 times per year.</p> <p>The original ILA required only the agenda to be distributed with 24 hours' notice.</p>
Article XI. Miscellaneous	<p>Adds a new requirement for authorization from the Governing Board before the Authority enters into any ILAs with other jurisdictions.</p> <p>Adds a new statement that, except for employees on-loan from King County or Seattle, the Authority is responsible for all federal and state taxes, insurance, and wages and benefits.</p>	

September 24, 2028

KCD ILA

Sponsor: Balducci

[JG]

Proposed No.: 2024-0278

1 **AMENDMENT TO PROPOSED ORDINANCE 2024-0278, VERSION 1**

2 On page 6, line 115, after "2.6 percent for" strike "2024" and insert "2029"

3

4 On page 7, strike lines 143 through 147 and insert:

5 "T. For the purposes in chapter 89.08.RCW, the public interest is served by the
6 approval of a system of rates and charges for the King Conservation District in
7 accordance with this ordinance. However, the following are exempt from such charges:
8 parcels owned by the federal government; and parcels owned by federally recognized
9 tribes or parcels owned by members of such tribes that are located within the historical
10 boundaries of a reservation."

11

12 On page 10, beginning on line 224, after "F." strike "The following lands are exempted
13 from the charges imposed in this section: lands owned by federally recognized Native
14 American tribes or members of such tribes that are located within the historical
15 boundaries of a reservation and parcels owned by the federal government." and insert
16 "The following lands are exempted from the charges imposed in this section: lands
17 owned by the federal government; and lands owned by federally recognized Native

18 American tribes or lands owned by members of such tribes that are located within the
19 historical boundaries of a reservation."
20

21 In Attachment A, Interlocal Agreement Between King County and the King Conservation
22 District, on page 3, in the third paragraph, after "activities" strike "generally"

23

24 In Attachment A, Interlocal Agreement Between King County and the King Conservation
25 District, on page 4, in Section II.A.3.b., after "three" strike "or more"

26

27 In Attachment A, Interlocal Agreement Between King County and the King Conservation
28 District, on page 5, in Section II.A.4.b., after "b." strike "Reallocations of more than 5%
29 of annual program funds and less than 10% may be implemented at the discretion of the
30 District, but must be reported to the County." and insert "Reallocations of more than 5%
31 of annual program funds and less than 10% may be implemented at the discretion of the
32 District, but must be reported to the Executive and County Council. The District will
33 electronically file the notification letter with the clerk of the Council who will retain an
34 electronic copy and provide an electronic copy to all councilmembers."
35

36 In Attachment A, Interlocal Agreement Between King County and the King Conservation
37 District, on page 5, Section II.A.4.c, after "c." strike "Reallocations of 10% or more of
38 annual program funds may only be implemented with formal agreement of the County."
39 and insert "Reallocations of 10% or more of annual program funds may only be
40 implemented if the Council passes a motion approving any such change."

- 41 **EFFECT prepared by *J.Giambattista: This amendment clarifies language in the***
- 42 ***Proposed Ordinance and ILA.***