

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion of the Sound Cities Association Statement of Principles Related to the Proposed King County Regional Authority on Homelessness
DEPARTMENT:	Community Services
PRESENTED BY:	Collen Kelly
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

On September 4, 2019, King County Executive Dow Constantine and Seattle Mayor Jenny Durkan transmitted legislation to their respective city councils that would charter a King County Regional Homelessness Authority, along with companion legislation that authorizes the County Executive to execute an Interlocal Agreement (ILA) with cities across King County. The purpose of the proposed entity is to address homelessness crisis response activities across the County.

At the next meeting of the Sound Cities Association (SCA) Public Issues Committee (PIC), members will be discussing whether SCA should consider adoption of principles to provide feedback to the County Council and to provide guidance for SCA members on the Executive Leadership Group (ELG) and the SCA representatives on the Regional Policy Committee (RPC).

As Councilmember Roberts is Shoreline’s representative to the PIC, staff is providing background information on the Regional Authority and the draft SCA principles to Council so that Council can provide guidance to Councilmember Roberts regarding the view of the Shoreline Council for the forthcoming November PIC meeting where this issue will be discussed.

RESOURCE/FINANCIAL IMPACT:

This item does not have any financial impact.

RECOMMENDATION

No action is required. Staff will present background information regarding the current proposal to create a Regional Homelessness Authority and a draft statement of principles to be considered by the PIC in November. Staff recommends that Council discuss the draft principles and provide guidance to Councilmember Roberts regarding the view of the Shoreline Council related to the draft principles.

Approved By: City Manager **DT** City Attorney **MK**

INTRODUCTION

On September 4, 2019, King County Executive Dow Constantine and Seattle Mayor Jenny Durkan transmitted legislation to their respective city councils that would charter a King County Regional Homelessness Authority (Attachment A), along with companion legislation that authorizes the Executive to execute an Interlocal Agreement (ILA) with cities across King County (Attachment B). The proposed entity would address homelessness crisis response activities across the County.

At the next meeting of the Sound Cities Association (SCA) Public Issues Committee (PIC), members will be discussing whether SCA should consider adoption of principles (Attachment C) to provide feedback to the County Council and to provide guidance for SCA members on the Executive Leadership Group (ELG) and the SCA representatives on the Regional Policy Committee (RPC).

BACKGROUND

Over the past few years, a variety of regional reports have identified the fractured nature of the current homelessness response system as a barrier to effectively addressing homelessness in King County. In response, King County Executive Dow Constantine and Seattle Mayor Jenny Durkan signed a Memorandum of Understanding (MOU) in May, 2018 identifying ways the two organizations would increase collaboration on homelessness services.

Also in 2018, the City of Seattle, King County, and All Home - King County's Federal Continuum of Care organization - retained National Innovation Services (NIS) to analyze the current homelessness response system and to make recommendations for improvement. Simultaneously, philanthropic leaders in the region retained Corporation for Supportive Housing (CSH) to develop a Regional Action Plan. Between October and December 2018, an Executive Leadership Group (ELG), which included King County Executive Dow Constantine, Seattle Mayor Jenny Durkan, Bellevue Mayor John Chelminiak, Auburn Mayor Nancy Backus, and Renton City Council President Ed Prince, along with representatives from the business and philanthropic community, convened three times to discuss regional homelessness governance.

On December 14, 2018, [NIS published recommendations](#) to improve the region's response to the homelessness crisis, including a recommendation to consolidate the region's investments and efforts to address homelessness into a new agency. More detailed information on the proposal, and on the NIS consultant work that led to the proposal, can be found at <https://regionalhomelesssystem.org/>. Following the NIS release in December 2018, Mayor Durkan and Executive Constantine expressed support for moving ahead with consolidation.

King County staff and representatives from both NIS and CSH provided a briefing to the Shoreline City Council on June 17, 2019 regarding their work to date. The staff report for that Council discussion can be found at the following link: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport061719-9a.pdf>.

Following the Council presentation, SCA and the King County Department of Community and Human Services (DCHS) hosted a briefing for all SCA member cities on the specific proposal on July 30, 2019. At that meeting, members gave feedback expressing general support for working together as a region to address homelessness and emphasized the need for sub-regional planning to address the different needs of communities throughout the County. Additional feedback called for a robust role for elected policy makers in the governance structure.

Specifics of Regional Homelessness Authority Transmitted Legislation

As noted above, on September 4, 2019, the King County Executive and Seattle Mayor transmitted legislation to their respective city councils that would charter a King County Regional Homelessness Authority, along with companion legislation that authorizes the Executive to execute an ILA with cities across King County. The legislation proposes the creation of a new Public Development Authority (PDA) with the following role, scope and purpose:

- Unified planning and coordination of funding and services for people experiencing homelessness countywide.
- Oversight on policy, contract management, and performance management.
- Continuum of Care functions, as required by the U.S. Department of Housing and Urban Development, to receive federal funding, formerly housed within “All Home” (pending decisions of the All Home Continuum of Care Board).
- Creation of a new governance structure to guide financial and strategic decision making, including roles and proposed composition of a Steering Committee, Governing Board and Advisory Committees.
- Hiring of an Executive Director with authority to lead the Regional Authority.
- Creation of a new Ombuds Office to serve as a single point of contact for customers.
- Establishment of clear metrics and milestones for measuring success and for ensuring accountability and transparency.

Attachment D to this staff report provides the Unified Governance Briefing Sheet related to the proposed Regional Authority. This Briefing Sheet provides a useful summary of the proposed governance structure, specific programs anticipated to be included and total funding expected to be provided by both King County and the City of Seattle.

Regional Action Plan

The proposed ILA and Charter do not contain detail regarding the Regional Action Plan, and a draft has not yet been released. The proposed Charter does contain a reference to a Regional Action Plan in the definitions section and defines it as “the plan created to identify regional resource needs and guide decision making goals.” The definitions section also notes that the Five-year plan shall “align with the Regional Action Plan, if any, to guide the Authority’s operations.” Similarly, the ILA notes that the Five-Year Plan shall be informed by the Regional Action Plan. But neither the Charter nor the ILA indicate the role, if any, of the PDA, the Governing Board, and/or the Steering Committee in adopting or approving a Regional Action Plan.

Regional Authority Funding

The total value of the programs that would go to the PDA, including both funds contracted to outside entities and internal staff, would be approximately \$128 million

(\$73 million from Seattle, \$55 million from King County). This includes local funds, and state and federal funds that flow through Seattle and King County. \$42 million of the total are federal funds that currently flow through the Continuum of Care (All Home). The majority of funds that are proposed to be overseen by the PDA will be funds distributed through contract by King County and Seattle to outside agencies.

Considerations for Suburban Cities

While SCA cities are not currently being asked to contribute funds to the PDA, they are being invited to sign onto the ILA. It is anticipated that each party signing the ILA would sign a service agreement with the PDA. That service agreement would describe the entity's commitment to providing resources (direct funding or in-kind contributions such as staff time, facility space, development sites, etc.) to support the operation of the PDA or related services. Additionally, entities signing the ILA would commit to aligning their provision of homeless services with the PDA's five-year implementation plan.

It is somewhat unclear how this would work initially, as the initial five-year plan is expected to be adopted within 18 months of the legislation being approved. The ILA and Charter anticipate some form of sub-regional planning, to "provide capacity to work with stakeholders from geographically diverse parts of the region to analyze, identify, and implement priority services distinct to those sub-regions." There is not a great deal of detail in either the Charter or the ILA as to how the sub-regional planning would be accomplished.

Additional Responses to Proposed Legislation

SCA compiled a list of questions from member cities and sent them to King County staff. The responses received are included as Attachment E.

Councilmember Scully serves as an SCA appointee on the All Home Coordinating Board which currently functions as the oversight board of the King County Continuum of Care, which has specific responsibilities based on federal requirements. That body has been discussing how those responsibilities can and should be transitioned into the new governance structure. A final decision on that issue is still pending, but many questions and concerns related to overall governance and accountability have been raised during the discussions of the All Home Coordinating Board.

The Regional Policy Committee (RPC) has been briefed on this proposal several times. At both the September and October meetings, the SCA members on the RPC asked questions and gave feedback on the proposal which were consistent with comments made prior to the legislation being transmitted. RPC members also asked for detailed information regarding the sources of the various funds being recommended for transfer to the new authority. That detail is provided as Attachment F. SCA representatives all stressed the need to allow time for all SCA cities to give feedback on the proposal.

The cities of Renton and Kirkland have provided formal comment on the proposal via letter (see Attachment G and Attachment H respectively). Both cities were generally supportive of the concept of a unified regional response system, and both cities also cited the need for additional representation from SCA cities.

Finally, King County Councilmember Reagan Dunn published an [Op Ed in the Seattle Times](#) critical of the proposal. He has proposed a Regional Summit of elected officials to review the proposed regional governance structure prior to any action by the King County Council.

DISCUSSION

At the November 13, 2019 PIC meeting, members will be asked to weigh in with feedback on the overall proposal, as well as feedback on whether SCA should adopt a formal position on the proposal. This will be PIC's first opportunity to weigh in on the specific proposal that has been transmitted to the County Council.

As Councilmember Roberts is Shoreline's representative to the PIC, staff is providing this background information on the Regional Authority and the draft SCA principles to Council so that Council can provide guidance to Councilmember Roberts regarding the view of the Shoreline Council for the forthcoming November PIC meeting.

As the Council reviews SCA's Draft Statement of Principles (Attachment C) here are some questions that Council may want to consider:

- Do the statements contained in the SCA Draft Statement of Principles reflect the perspective of the Shoreline City Council?
- Are there any statements that should be revised, added or removed?
- Does the Shoreline Council believe there is value and/or risk in the SCA taking a formal position on the legislation currently before the King County and City of Seattle Councils?
- How would Councilmembers advise PIC representative Councilmember Roberts to weigh in when this is discussed on November 13th?

COUNCIL GOAL(S) ADDRESSED

This item relates to Council Goal #4, Action Step #2: "Continue addressing homelessness solutions on a regional and local level."

RESOURCE/FINANCIAL IMPACT

This item does not have any financial impact.

RECOMMENDATION

No action is required. Staff will present background information regarding the current proposal to create a Regional Homelessness Authority and the draft statement of principles to be considered by the PIC in November. Staff recommends that Council discuss the draft principles and provide guidance to Councilmember Roberts regarding the will of the Shoreline Council related to the draft principles.

ATTACHMENTS

- Attachment A: Regional Homelessness Authority Proposed Charter
- Attachment B: Regional Homelessness Authority Proposed Interlocal Agreement
- Attachment C: SCA PIC Draft Statement of Principles
- Attachment D: Unified Governance Briefing Sheet
- Attachment E: SCA Questions Answered by King County Staff
- Attachment F: PDA Proposed Funding Detail
- Attachment G: City of Renton letter to the King County Executive's Office
- Attachment H: City of Kirkland letter to the King County Executive's Office and Mayor's Office of the City of Seattle

CHARTER
OF
KING COUNTY REGIONAL HOMELESSNESS AUTHORITY

TABLE OF CONTENTS

	Page
ARTICLE I	DEFINITIONS 1
ARTICLE II	AUTHORITY FOR KING COUNTY REGIONAL HOMELESSNESS AUTHORITY 3
	Section 1. Authority 3
	Section 2. Limitation on Liability 3
	Section 3. Mandatory Disclaimer..... 3
ARTICLE III	DURATION OF AUTHORITY 4
ARTICLE IV	PURPOSE AND SCOPE OF AUTHORITY 4
ARTICLE V	POWERS OF AUTHORITY 5
ARTICLE VI	LIMITS ON AUTHORITY POWERS 7
ARTICLE VII	ORGANIZATION OF AUTHORITY 8
	Section 1. Steering Committee..... 8
	Section 2. Governing Board of Directors..... 10
	Section 3. Right to Indemnification 16
	Section 4. Conduct; Code of Ethics 17
ARTICLE VIII	OFFICERS OF AUTHORITY; STAFFING..... 18
	Section 1. Tenure of Officers 18
	Section 2. Duties of Officers 19
	Section 3. Incapacity of Officers..... 19
	Section 4. Advisory Committee; Committees..... 19
	Section 5. Executive Director 19
	Section 6. Office of the Ombuds..... 20
ARTICLE IX	COMMENCEMENT OF AUTHORITY 20
ARTICLE X	BYLAWS 20
ARTICLE XI	MEETINGS OF THE AUTHORITY 20
	Section 1. Time and Place of Meetings..... 20
	Section 2. Notice of Regular Meetings 21
	Section 3. Notice of Special Meetings 21
	Section 4. Waiver of Notice 21
	Section 5. Notice of Meetings..... 22
	Section 6. Open Public Meetings 22
	Section 7. Telephonic Participation 22

Section 8. Parliamentary Authority..... 22
Section 9. Minutes..... 22
ARTICLE XII CONSTITUENCY 23
ARTICLE XIII AMENDMENTS TO CHARTER..... 23
ARTICLE XIV MISCELLANEOUS..... 23
 Section 1. Geographic Limitation 23
 Section 2. Safeguarding of Funds 24
 Section 3. Public Records 24
 Section 4. Reports and Information; Audits..... 24
 Section 5. Dissolution 24
 Section 6. Nondiscrimination..... 26
 Section 7. Labor Disputes 26
 Section 8. Nonexclusive Charter..... 26

**CHARTER
OF
KING COUNTY REGIONAL HOMELESSNESS AUTHORITY**

ARTICLE I

DEFINITIONS

As used herein the following terms shall have the following meanings. Terms not otherwise defined herein shall have the meaning set forth in the hereinafter defined Interlocal Agreement.

“Additional Party” means any municipal corporation, governmental agency or public entity located within King County, other than Seattle and the County, that has executed the Interlocal Agreement or an amendment to the Interlocal Agreement, or has otherwise accepted and assumed the terms of the Interlocal Agreement from time to time.

“Advisory Committee” means the committee created by the Governing Board to serve in an advisory capacity to the Governing Board as set forth herein.

“Authority” means the King County Regional Homelessness Authority chartered by the County pursuant to the Enabling Ordinance and this Charter.

“Bylaws” mean the Bylaws of the Authority, as they may be amended from time to time.

“Charter” means this Charter of King County Regional Homelessness Authority, as it may be amended from time to time.

“County” means King County, a municipal corporation organized under the laws and statutes of the State.

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

“County Executive” means the King County Executive.

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

“Enabling Ordinance” means County Ordinance No. _____ adopted by the County Council on _____, 2019, as it may be amended from time to time.

“Executive Director” means the Executive Director or similar office filled by appointment of the Governing Board as provided herein.

“Five-Year Plan” means the five-year implementation plan developed by the Authority, approved by the Governing Board, and confirmed by the Steering Committee in accordance with

the Interlocal Agreement and this Charter. The Five-Year Plan shall incorporate requirements of the Service Agreements from funders and align with the Regional Action Plan, if any, to guide the Authority's operations.

“Governing Board” means the Board of Directors of the Authority, as the same shall be duly and regularly constituted from time to time under the terms of this Charter.

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

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

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

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

“Party” or “Party to the Interlocal Agreement” means the County, Seattle, and any Additional Party.

“RCW” means the Revised Code of Washington.

“Regional Action Plan” or “RAP” means the plan created to identify regional resource needs and guide decision making goals.

“SCA” means the Sound Cities Association.

“Seattle” means the City of Seattle, a municipal corporation organized under the laws and statutes of the State.

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

“Seattle Mayor” means the Mayor of Seattle.

“State” means the State of Washington.

“Steering Committee” means the oversight committee established pursuant to this Charter.

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

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

ARTICLE II

AUTHORITY FOR KING COUNTY REGIONAL HOMELESSNESS AUTHORITY

Section 1. Authority.

The name of the public corporation organized pursuant to this Charter shall be the “King County Regional Homelessness Authority” (hereinafter referred to as the “Authority”). The corporate seal of the Authority shall be a circle with the name of the Authority and the word “SEAL” inscribed therein.

The Authority is a public corporation organized pursuant to Ordinance No. ____ of King County, Washington (the “County”) adopted on _____, as existing or as hereinafter amended (the “Enabling Ordinance”), and pursuant to the Revised Code of Washington (“RCW”) 35.21.730 through 35.21.755, as the same now exist or may hereafter be amended, or any successor act or acts.

The Authority is chartered by the County in collaboration with the City of Seattle (“Seattle”) to accomplish the purposes set forth herein and in the Enabling Ordinance pursuant to the terms of the Interlocal Agreement for the Joint Establishment of the King County Regional Homelessness Authority effective as of _____, 2019 between the County and Seattle, as it may be amended and restated from time to time (the “Interlocal Agreement”).

Section 2. Limitation on Liability.

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

Section 3. Mandatory Disclaimer.

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

The King County Regional Homelessness Authority (the “Authority”) is organized pursuant to Ordinance No. _____ of King County, Washington adopted on

_____, as existing or as hereinafter amended, and RCW 35.21.730 through 35.21.755. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and properties of the Authority and no creditor or other person shall have any right of action against King County, the City of Seattle, or any other public or private entity or agency on account of any debts, obligations, or liabilities of the Authority unless explicitly agreed to in writing by such entity or agency.

RCW 35.21.750 provides as follows: “[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations or liabilities of such public corporation, commission, or authority.”

ARTICLE III

DURATION OF AUTHORITY

The duration of this corporation shall be perpetual.

ARTICLE IV

PURPOSE AND SCOPE OF AUTHORITY

The purpose of the Authority is to provide a regional, independent legal entity under RCW 35.21.730-.755 and the Enabling Ordinance for the purposes of:

1. Providing consolidated, aligned services for individuals and families who are experiencing homelessness or who are at imminent risk of experiencing homelessness in the jurisdictional boundaries of King County, as the same may be revised or expanded from time to time consistent with the Five-Year Plan and principles set forth in the Interlocal Agreement;
2. Receiving revenues from the County, Seattle and other public and private sources for the purposes of the Authority, and applying such revenues as permitted by the Interlocal Agreement; and
3. Providing such other services as determined to be necessary to implement the Interlocal Agreement.

ARTICLE V**POWERS OF AUTHORITY**

Except as otherwise limited by Washington State law, the Authority shall have all powers necessary or convenient to effect the purposes for which the Authority is organized and to perform authorized Authority functions, including without limitation the power to:

1. Own, lease, acquire, dispose of, exchange and sell real and personal property;
2. Contract for any Authority purpose with individuals, associations and corporations, municipal corporations, the County, Seattle, any city other than Seattle, any Additional Party, any agency of the State or its political subdivisions, and the State, any Indian Tribe, and the United States or any agency or department thereof;
3. Provide for, carry out, and implement the provisions of the Interlocal Agreement;
4. Sue and be sued in its name;
5. Lend its funds, property, credit or services, borrow money, or act as a surety or guarantor for corporate purposes;
6. Do anything a natural person may do;
7. Perform and undertake all manner and type of community services and activities in furtherance of the carrying out of the purposes or objectives of any program or project heretofore or hereafter funded in whole or in part with funds received from the United States, state, county, or other political entity, or any agency or department thereof, or any other program or project, whether or not funded with such funds, which the Authority is authorized to undertake by Federal or Washington State law, County or Seattle ordinance, County or Seattle resolution, by agreement with the County, Seattle, or as may otherwise be authorized by the County or Seattle;
8. Transfer any funds, real or personal property, property interests, or services, with or without consideration;
9. Receive and administer governmental or private property, funds, goods, or services for any lawful public purpose;
10. Purchase, acquire, lease, exchange, mortgage, encumber, improve, use, manage, or otherwise transfer or grant security interests in real or personal property or any interests therein; grant or acquire options on real and personal property; and contract regarding the income or receipts from real property;
11. Secure financial assistance, including funds from the United States, a state, or any political subdivision or agency of either for corporate projects and activities;

- 12.** Contract for, lease, and accept transfers, gifts or loans of funds or property from the United States, a state, and any political subdivision or agency of either, including property acquired by any such governmental unit through the exercise of its power of eminent domain, and from corporations, associations, individuals or any other source, and to comply with the terms and conditions therefor;
- 13.** Manage, on behalf of the United States, a state, and any political subdivision or agency of either, any property acquired by such entity through gift, purchase, construction, lease, assignment, default, or exercise of the power of eminent domain;
- 14.** Initiate, carry out, and complete such improvements of benefit to the public consistent with this Charter as the United States, a state, and any political subdivision or agency of either may request;
- 15.** Recommend to the United States, a state, and any political subdivision or agency of any of them, such tax, financing, and security measures as the Authority may deem appropriate to maximize the public interest in the County;
- 16.** Provide advisory, consultative, training, educational, and community services or advice to individuals, associations, corporations, or governmental agencies, with or without charge;
- 17.** Control the use and disposition of corporate property, assets, and credit;
- 18.** Invest and reinvest its funds;
- 19.** Fix and collect charges for services rendered or to be rendered, and establish the consideration for property transferred;
- 20.** Maintain books and records as appropriate for the conduct of its affairs and make such books and records available as required by law and the Interlocal Agreement;
- 21.** Conduct corporate affairs, carry on its operations, and use its property as allowed by law and consistent with the Enabling Ordinance, this Charter and the Authority's Bylaws; designate agents, and engage employees, prescribing their duties, qualifications, and compensation; and secure the services of consultants for professional services, technical assistance, or advice;
- 22.** Exercise any power granted to the Authority under the Enabling Ordinance, or any other applicable ordinance, and the Interlocal Agreement, except as expressly limited by the terms of this Charter; and
- 23.** Exercise and enjoy such additional powers as may be authorized by law.

ARTICLE VI**LIMITS ON AUTHORITY POWERS**

The Authority in all activities and transactions shall be limited in the following respects:

- 1.** The Authority shall have no power of eminent domain.
- 2.** The Authority may not incur or create any liability that permits recourse by any contracting party or member of the public against any assets, services, resources, or credit of the County or Seattle, unless otherwise explicitly agreed to in writing by such entity.
- 3.** No funds, assets, or property of the Authority shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall any funds or a substantial part of the activities of the Authority be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, or any state legislature or any governing body of any political entity; provided, however, that funds may be used for representatives of the Authority to communicate with governmental entities concerning funding and other matters directly affecting the Authority, so long as such activities do not constitute a substantial part of the Authority's activities and unless such activities are specifically limited in its Charter.
- 4.** All funds, assets, or credit of the Authority shall be applied toward or expended upon services, projects, and activities authorized by this Charter. No part of the net earnings of the Authority shall inure to the benefit of, or be distributable as such to, Governing Board Members, Steering Committee Board Members, officers or other private persons, except that the Authority is authorized and empowered to:
 - a.** Provide a per diem to Governing Board Members and Steering Committee Members who have experienced homelessness, and reimburse them and employees and others performing services for the Authority for reasonable expenses actually incurred in performing their duties, and compensate employees and others performing services for the Authority a reasonable amount for services rendered;
 - b.** Assist Governing Board Members, Steering Committee Members or employees as members of a general class of persons to be assisted by a corporate-approved project or activity to the same extent as other members of the class as long as no special privileges or treatment accrues to such Governing Board Members, Steering Committee Members or employees by reason of his or her status or position in the Authority;

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

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

e. Sell assets for a consideration greater than their reasonable market value or acquisition costs, charge more for services than the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as such gain is not the object or purpose of the Authority's transactions or activities and is applied to or expended upon services, projects, and activities as aforesaid.

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

6. The Authority shall have no power to issue negotiable bonds or notes.

ARTICLE VII

ORGANIZATION OF AUTHORITY

Section 1. Steering Committee. A Steering Committee shall be formed for the purposes of performing only the duties outlined within this Section.

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

- (i) the County Executive;
- (ii) one member of the County Council;
- (iii) the Seattle Mayor;
- (iv) one member of the Seattle City Council;

(v) one member shall be an elected official from a city other than Seattle that is a party to the Interlocal Agreement or, if no such city is a Party, who is an officer of the Board of Directors of the SCA;

(vi) one member shall be an elected official from a city other than Seattle that is a party to the Interlocal Agreement; provided, that at least twenty cities other than Seattle have signed the Interlocal Agreement; and

(vii) two members representing stakeholders who have experienced homelessness, which members shall be appointed by a continuum of care-created committee, group, or task force made up primarily of persons who have experienced homelessness.

b. Duties. The sole duties of the Steering Committee shall consist of:

(i) Confirm Governing Board Members as provided in this Charter;

(ii) Remove Governing Board Members for cause as provided in this Charter;

(iii) Confirm without amendment the Five-Year Plan(s) presented by the Governing Board;

(iv) Receive an annual performance report from the Governing Board; and

(v) Confirm without amendment the annual budget presented by the Governing Board that is consistent with the Five-Year Plan.

If the Steering Committee does not make the confirmations described above, it shall communicate the reasons for such decision to the Governing Board.

c. Organization. Members of the Steering Committee shall elect co-chairs from among its Members, each of which shall serve a two-year term.

d. Quorum. At all meetings of the Steering Committee, a quorum of the Steering Committee must be in attendance in order to do business on any issue. A quorum shall be defined as a majority of the Steering Committee Members in number, excluding any Steering Committee Member who has given notice of withdrawal or has been terminated as a member by vote of the Steering Committee.

e. Voting. All action of the Steering Committee shall require an affirmative vote of a simple majority of the Steering Committee Members voting on the issue.

Each individual Steering Committee Member shall be a voting member and shall have one vote. A Steering Committee Member may not split his or her vote on an issue. No voting by proxies or mail-in ballot is allowed.

f. Term. The terms of the Seattle Mayor and the County Executive shall be co-terminus with their respective offices. The County Council and Seattle City Council shall determine which of its respective members shall serve on the Steering Committee and such members shall serve until replaced or until no longer a member of their respective Council. The Steering Committee Member(s) that are city elected officials from outside Seattle are appointed by the participating jurisdiction or the SCA, as applicable, and shall serve until replaced or until no longer eligible for appointment. The Steering Committee Members representing stakeholders who have experienced homelessness shall serve until replaced by their appointing authority.

Section 2. Governing Board of Directors. The management of all Authority affairs shall reside in a Board of Directors (also referred to as the “Governing Board”). The Governing Board of the Authority shall be composed of eleven Members and, commencing five years after establishment of the Authority, shall be a self-perpetuating board. Until such time, Governing Board Members shall be appointed as set forth in Section 2(c) below.

a. Board Member Characteristics. Governing Board Members shall be appointed so that the Governing Board as a whole satisfies the representational standards set forth in this subsection 2.a. When making appointments from time to time after the formation of the initial Governing Board, the then-current Governing Board Members shall assess the composition of the then-current Governing Board with regard to representative experience and backgrounds and the overall needs of the Authority.

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

The Governing Board shall not include elected officials or employees of Seattle, the County, the Authority, or any Additional Party, nor employees, officials, agents or representatives of current contract holders or any entity that is likely to directly benefit from the actions of the Authority (except as set forth in Article VI, Section 4(b)).

b. Board Member Expertise and Skills. All Governing Board Members shall possess substantial and demonstrable expertise, experience and/or skill in one or more of the areas specified in this subsection 2.b. Individual members shall be appointed

so that each skill and expertise specified in this section is represented on the fully seated Governing Board.

- (i) implementation of policies and practices that promote racial-ethnic equity within an organization of similar size or responsibility to the Authority;
- (ii) fiscal oversight of entities with budgets of similar size to the Authority;
- (iii) direction or oversight of business operations and/or strategy of a large public or private entity or organization;
- (iv) affordable housing finance and/or development;
- (v) physical and/or behavioral healthcare;
- (vi) labor unions and workforce;
- (vii) Federal continuum of care program governance and operations and the ability to represent the perspectives of continuum of care membership;
- (viii) provision of services for persons experiencing homelessness or related social services with an emphasis on serving populations that are disproportionately represented amongst those experiencing homelessness;
- (ix) academic research on topics related to homelessness and/or data-based performance evaluation;
- (x) criminal justice; and
- (xi) other characteristics determined to be necessary by the Governing Board to carry out the purposes of the Authority.

c. Appointment Process.

(i) **Appointments for the First Five Years.** For the first five years of Authority existence, the Governing Board shall be comprised of eleven Members appointed as follows:

- (1) Two Members of the Governing Board shall be appointed by the Seattle Mayor, one to serve a four-year term and one to serve a five-year term;
- (2) Two Members of the Governing Board shall be appointed by the Seattle City Council, one to serve a three-year term and one to serve a four-year term;

(3) Two Members of the Governing Board shall be appointed by the County Executive, one to serve a three-year term and one to serve a four-year term;

(4) Two Members of the Governing Board shall be appointed by the County Council, one to serve a three-year term and one to serve a five-year term; and

(5) Three Members of the Governing Board shall be appointed by the two Members of the Steering Committee representing persons with Lived Experience of homelessness after soliciting and reviewing applications submitted or sponsored by persons with lived experience or organizations primarily composed of persons with lived experience of homelessness, one to serve a three-year term, one to serve a four-year term, and one to serve a five-year term.

Upon expiration of an initial three-year and four-year term position, the initial appointing entity or party shall appoint a subsequent member to serve in the expired position for a four-year term.

Members of the Steering Committee will bring multiple names of potential nominees and will confer about potential appointments to achieve the best cross-section of applicable skill sets and experiences of individuals as described above to ensure excellent governance of the Authority.

Appointments for Governing Board Members shall be transmitted to the Steering Committee for confirmation. In all cases, if an appointed Governing Board Member is not confirmed by the Steering Committee, an additional Board Member shall be appointed in the same manner by the same entity or party making the initial appointment.

(ii) **Subsequent Appointments.** Beginning with the fifth year after the creation of the Authority, the Governing Board shall commence transitioning to become a self-perpetuating board and shall be comprised of eleven Members appointed (upon expiration of the terms of existing Members) to four year terms as follows:

(1) Eight Members of the Governing Board shall be appointed by the then-current Governing Board; and

(2) Three Members of the Governing Board shall be appointed by the then-current Governing Board based on recommendations from a continuum of care-created committee, group, or task force made up primarily of persons who have experienced homelessness.

Appointments to the Governing Board shall be transmitted to the Steering Committee for confirmation. In all cases, if an appointed Governing Board Member is not confirmed by the Steering Committee, an additional Board Member shall be appointed in the same manner as the initial appointment.

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

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

f. Removal of Governing Board Members. If it is determined by at least a majority of the Governing Board that a Governing Board Member should be removed with or without cause while serving in his or her capacity as a Governing Board Member and such action is concurred in by a majority of the Steering Committee, the Steering Committee may by resolution remove such Governing Board Member.

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

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

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

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

- (i) Meet regularly as set forth in Article XIV, Section 4 of this Charter.
- (ii) Adopt a Five-Year Plan and transmit such Five-Year Plan to the Steering Committee for confirmation without amendment.

(iii) Appoint Members to the Governing Board subject to confirmation by the Steering Committee.

(iv) Adopt an annual performance report and transmit such report to the Steering Committee annually.

(v) Adopt a projected operating budget (which may be an annual budget, a biennial budget or other form as authorized by State law) that is consistent with the Five-Year Plan and present such budget to the Steering Committee for confirmation without amendment.

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

(vii) Implement the Five-Year Plan through setting policies and funding criteria, hiring staff to support the implementation of the Sub-Regional Planning component of the Five-Year Plan, contracting for services, making funding awards and doing all things necessary to oversee and carry out the implementation of programs and plans.

(viii) Cause the Authority to carry out the duties in the Interlocal Agreement.

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

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

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

(iii) An action by Authority as a surety or guarantor;

(iv) All capital expenditures in excess of \$50,000, and all other transactions in which:

(1) The consideration exchanged or received by the Authority exceeds \$50,000,

(2) The performance by the Authority shall extend over a period of one (1) year from the date of execution of an agreement therefor, or

(3) The Authority assumes duties to the County, Seattle, State, United States or any other governmental entity;

(v) Adoption of the operating budget;

(vi) Proposed amendments to this Charter or the Bylaws;

(vii) Such other transactions, duties, and responsibilities as this Charter shall repose in the Governing Board or require Governing Board participation by resolution;

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

(ix) Adoption of a Five-Year Plan.

j. Quorum of Governing Board. At all meetings of the Governing Board, a quorum of the Governing Board must be in attendance in order to do business on any issue. A quorum shall be defined as a majority of the Board Members in number, excluding any Board Member who has given notice of withdrawal or has been terminated as a member by vote of the Governing Board.

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

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

Proposed amendments to this Charter and the adoption and amendment of Bylaws shall require an affirmative vote of two-thirds (2/3) of the then-current members of the Governing Board.

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

on its goals of advancing equity. This framework shall be informed by people with Lived Experience and be approved by the Governing Board of the Authority.

Section 3. Right to Indemnification.

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

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

- a.** Acts or omissions of such person finally adjudged to be reckless misconduct, intentional misconduct or a knowing violation of law; or
- b.** Any transaction with respect to which it was finally adjudged that such person personally received a benefit in money, property, or services to which such person was not legally entitled.

If a claim under this Section is not paid in full by the Authority within sixty (60) days after a written claim has been received by the Authority, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit against the Authority to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Section upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been

tendered to the Authority), and thereafter the Authority shall have the burden of proof to overcome the presumption that the claimant is so entitled. Neither the failure of the Authority (including the Governing Board or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper nor a determination by the Authority (including its Governing Board Members, Steering Committee Members or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

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

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

Section 4. Conduct; Code of Ethics.

Steering Committee Members, Governing Board Members and employees of the Authority shall conduct themselves in accordance with all applicable laws, including but not limited to, chapter 42.23 RCW (the “Code of Ethics for Municipal Officers”), chapter 42.30 RCW (the “Open Public Meetings Act”), and the provisions of the Enabling Ordinance, the Interlocal Agreement, this Charter, and policies of the Authority.

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

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

Any Steering Committee Member, Governing Board Member or employee who has an actual or potential interest, or whose immediate family member (spouse, partner, child, sibling, or parent) has an interest, in any matter before the Governing Board that would tend to prejudice his or her actions shall so publicly indicate according to the policies and procedures of the Authority. In

such case any such Member shall recuse and refrain from voting upon and any manner of participation with respect to the matter in question so as to avoid any actual or potential conflict of interest. This requirement shall be in addition to all requirements under the Code of Ethics for Municipal Officers.

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

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

ARTICLE VIII

OFFICERS OF AUTHORITY; STAFFING

Section 1. Tenure of Officers.

The Governing Board Members shall elect from among themselves the following Authority officers: Chairperson and Vice Chairperson. The Governing Board Members may also elect a Treasurer and Secretary which may be Governing Board Members or employees or contracted staff of 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 at such time as such officer's membership on the Governing Board ceases or terminates, or at such sooner time as the term of office expires and the office has been filled by appointment or reappointment. The Authority may, under Article X of this Charter, adopt Bylaws providing for additional officers, and, to the extent not inconsistent with this Charter, 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.

Subject to the control of the Governing Board, the Chairperson shall have general supervision, direction and control of the business and affairs of the Authority. On matters decided by the Authority, the signature of the Chairperson alone is sufficient to bind the corporation. The Vice-Chairperson shall perform the duties of the Chairperson without further authorization in the event the Chairperson is unable to perform the duties of the office due to absence, illness, death, or other incapacity, and shall discharge such other duties as pertain to the office as prescribed by the 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 empower a Continuum of Care Board created pursuant to 24 CFR Part 578 or its successor regulation to act as an Advisory Committee or establish an Advisory Committee to serve in an advisory capacity to the Governing Board and to provide a broad array of perspectives, which members of the Advisory Committee shall be appointed by the Governing Board. The Advisory Committee shall be comprised of individuals with experience related to preventing and ending homelessness, including but not limited to: persons currently experiencing homelessness, populations disproportionately impacted by homelessness, homelessness services providers, business, healthcare, labor and/or workforce, homeless housing and services, behavioral health services, criminal justice system, child welfare and data evaluation.

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

Section 5. Executive Director.

The Governing Board may appoint, designate, employ, and remove an Executive Director of the Authority. The Executive Director shall be responsible for hiring other personnel as determined to be needed to carry out the Authority duties. The Executive Director shall be responsible to the Governing Board for the administration of the affairs of the Authority as may be authorized from time to time by resolution of the Governing Board. The Executive Director may be authorized or delegated by the Authority to: (i) supervise and be responsible for the effective management of the administrative affairs of the Authority; (ii) sign documents and contracts on behalf of the Authority; and (iii) perform such other duties as delegated or assigned by the Governing Board.

Section 6. Office of the Ombuds.

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

ARTICLE IX

COMMENCEMENT OF AUTHORITY

The Authority shall come into existence and be authorized to take action at such time as this Charter is approved by the County Council, the initial Governing Board is appointed and confirmed as provided herein, and the first organizational meeting of the initial Governing Board is held.

ARTICLE X

BYLAWS

The Authority may adopt Bylaws from time to time to provide rules for governing the Authority and its activities that are not inconsistent with this Charter.

ARTICLE XI

MEETINGS OF THE AUTHORITY

Section 1. Time and Place of Meetings.

a. Meetings of the Steering Committee. Regular meetings of the Steering Committee shall be held at least two times per year at a regular time and place to be determined by the Steering Committee by resolution. No later than the last regular meeting of the calendar year, the Steering Committee shall adopt a resolution specifying the date, time and place of regular meetings for the upcoming calendar year. A copy of the resolution shall be distributed in the same manner as notice of special meetings is

provided below. At any regular meeting of the Steering Committee, any business may be transacted and the Steering Committee may exercise all of its powers. Special meetings of the Steering Committee may be held from time to time as authorized by law.

b. Meetings of the Governing Board. Regular meetings of the Governing Board shall be held at least six times per year at a regular time and place to be determined by the Governing Board by resolution. No later than the last regular meeting of the calendar year, the Governing Board shall adopt a resolution specifying the date, time and place of regular meetings for the upcoming calendar year. A copy of the resolution shall be distributed in the same manner as notice of special meetings is provided pursuant to Section 3 below. At any regular meeting of the Governing Board, any business may be transacted and the Governing Board may exercise all of its powers. Special meetings of the Governing Board may be held from time to time as authorized by law.

Section 2. Notice of Regular Meetings.

No notice of regular meetings shall be required, except for the first regular meeting after any change in the time or place of such meeting adopted by resolution of the Governing Board or the Steering Committee, as applicable, as provided above. If the regular meeting schedule is to be changed by resolution, a copy of the resolution shall be distributed in the same manner as notice of special meetings is provided pursuant to Section 3 below.

Section 3. Notice of Special Meetings.

Notice of all special meetings of the Steering Committee and/or the Governing Board shall be given by the Chairperson of the respective Board or by the person or persons calling the special meeting in accordance with RCW 42.30.080 by delivering personally, by electronic mail or by mail written notice at least 24 hours prior to the time of the meeting to each applicable Member, to each local newspaper of general circulation and to each radio or television station that has requested notice and to any other individual specifically requesting it in writing. The call and notice of all special meetings shall specify the time and place of all special meetings and the business to be transacted.

Section 4. Waiver of Notice.

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

Section 5. Notice of Meetings.

Notice of all meetings of the Governing Board and the Steering Committee shall be provided as required under chapter 42.30 RCW. Agendas of all meetings shall be posted or provided to the extent required by RCW 42.30.077. Notice of all meetings and proposed agendas of all meetings of the Governing Board and the Steering Committee shall also be given to the Seattle City Clerk of Seattle and any Additional Party and to the County Clerk of the County. In addition, the Authority shall provide reasonable notice of meetings to any individual specifically requesting it in writing.

Section 6. Open Public Meetings.

All Governing Board and the Steering Committee meetings, including committee meetings, shall be open to the public if and to the extent required by chapter 42.30 RCW. The Governing Board and the Steering Committee and committees may hold executive sessions to consider matters enumerated in chapter 42.30 RCW or matters as authorized by law.

Section 7. Telephonic Participation

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

Section 8. Parliamentary Authority.

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

Section 9. Minutes.

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

ARTICLE XII
CONSTITUENCY

There shall be no constituency of the Authority.

ARTICLE XIII
AMENDMENTS TO CHARTER

This Charter may be amended by the County Council to comply with changes in State law with prior notice to the Seattle City Council and any other executive and legislative branch of Additional Parties to the Interlocal Agreement or to make this Charter consistent with the provisions of the Enabling Ordinance as it may be amended from time to time. Such amendments shall be provided to the Governing Board at least thirty (30) days prior to the effective date of the proposed amendment. Amendments to make this Charter consistent with the provisions of the Enabling Ordinance will not require approval by the Governing Board, County Council, Seattle City Council or any other executive and legislative branch of Additional Parties to the Interlocal Agreement. Notice of any proposed amendment shall include the text of the amendment presented in a format with strikes over material to be deleted and underlining under new material and shall be accompanied by a statement of its purpose and effect.

This Charter may also be amended by resolution of the Governing Board and upon the affirming vote of the County Council and Seattle City Council, with the concurrence of any Additional Parties no later than 60 days after the later of the Seattle City Council or County Council affirming vote; provided, that if an Additional Party has not acted within 60 days of such date, such Additional Party shall be deemed to have concurred.

Resolutions of the Governing Board approving proposed amendments to this Charter require an affirmative vote of Board Members as provided in Article VII, Section 2(k) of this Charter.

All amendments shall be issued in duplicate originals, each signed by the County Executive, at which time such amendment of this Charter shall be effective. One original shall be filed by the County Clerk as a public record. A duplicate original shall be delivered to the Authority.

ARTICLE XIV
MISCELLANEOUS

Section 1. Geographic Limitation.

The Authority may conduct activities outside of the County, subject, however, to the applicable limitations set forth in RCW 35.21.740. Pursuant to the Interlocal Agreement, the County, Seattle and each Additional Party expressly authorized the Authority to conduct activities in each of their respective jurisdictional boundaries.

Section 2. Safeguarding of Funds.

The Authority funds shall be deposited in a qualified public depository as required by law. The Governing Board may by resolution designate the County as the fiscal agent and/or interim Treasurer of the Authority with the authority to hold and invest funds on the Authority's behalf and make payments for approved expenditures.

Section 3. Public Records.

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

Section 4. Reports and Information; Audits.

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

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

Section 5. Dissolution.

Dissolution proceedings may be initiated by the County Council on its own motion, by request of the Seattle City Council or the council of an Additional Party or, if the Governing Board makes an affirmative finding that dissolution is necessary or appropriate, the Governing Board may adopt a resolution requesting the County to dissolve the Authority.

In all cases, dissolution of the Authority requires an affirmative finding of the County Council and Seattle City Council that dissolution is warranted, with the concurrence of any Additional Parties. The County Council and the Seattle City Council shall make such affirmative finding in a resolution at or after the County Council and the Seattle City Council each holds a public hearing, held with notice to the Authority and affording the Authority a reasonable opportunity

to be heard and present evidence. Notice of such public hearing shall be given to the Authority at least thirty (30) days prior to the hearing.

Notwithstanding foregoing or anything to the contrary in this Charter, written notice of any intended dissolution of the Authority, the reasons thereof, and the succession plan shall be provided to the Executive Director of the Authority and the Governing Board at least six months prior to the effective date of any such dissolution. Dissolution shall not take effect until proper provision has been made for disposition of all the Authority assets and liabilities.

Upon adoption of above-referenced resolutions for dissolution of the Authority, the Governing Board of the Authority shall, by resolution, approve a dissolution statement setting forth:

- (i) The name and principal office of the Authority;
- (ii) A list of the debts, obligations and liabilities of the Authority, and the property and assets available to satisfy the same; the provisions to be made for satisfaction of outstanding liabilities and performance of contracts; and the estimated time for completion of its dissolution;
- (iii) A list of any pending litigation or contingent liabilities;
- (iv) A request for the rights, property and assets of the Authority to be transferred to its successor agency, or if there is no successor agency, to the County, Seattle and any Additional Party contributing funds, rights, property and/or assets to the Authority, in the manner and as determined by agreement of such parties; and
- (v) A list of persons to be notified upon completion of the dissolution.

The dissolution statement shall be filed with the County Executive, the Seattle Mayor and the mayor of any Additional Party. The County Executive, the Seattle Mayor and the mayor of any Additional Party shall appoint a person or party to review the dissolution statement and oversee the dissolution to protect the public interest and prevent impairment of obligation, or if so authorized by law, authorize or initiate proceedings in the Superior Court for the appointment and supervision of a receiver for such purposes.

Upon satisfactory completion of dissolution proceedings, the County shall indicate such dissolution by inscription of "charter cancelled" on this Charter, and file such cancelled Charter with the County Council with a duplicate original to the Authority. At such point the existence of the Authority shall cease. The County shall give notice of such dissolution pursuant to Washington State law and to other persons requested by the Authority in its dissolution statement.

The County, trustee or court may provide for the transfer of any of the Authority rights, assets or property to a qualified entity or entities to fulfill the purposes for which the Authority was chartered.

Section 6. Nondiscrimination.

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

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

1. Membership on the Governing Board
2. Employment, including solicitation or advertisements for employees.
3. Provisions of services to and contracts with the public.

Section 7. Labor Disputes.

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

Section 8. Nonexclusive Charter.

This Charter is nonexclusive and does not preclude the granting by Seattle or County of other charters to establish additional public corporations pursuant to Seattle or County ordinance or resolution.

This Charter is APPROVED this ____ day of _____, _____.

County Executive, King County

ATTEST:

[County Prosecuting Attorney]

AGREED TO AND ACCEPTED BY:

Mayor, City of Seattle

ATTEST:

City Clerk

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

THIS INTERLOCAL AGREEMENT FOR THE JOINT ESTABLISHMENT OF THE KING COUNTY REGIONAL HOMELESSNESS AUTHORITY (this “Agreement”) dated this ____ day of _____, 2019, incorporating all exhibits hereto, is entered into by and between the parties that execute this Agreement from time to time.

RECITALS:

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

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

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

WHEREAS, cities and counties are authorized to charter public corporations in accordance with RCW 35.21.730 through 35.21.755 for any public purpose, including to administer such joint efforts; and

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

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

WHEREAS, the parties hereto now desire to enter into this Agreement for the purpose of facilitating the formation, administration, and operation of a public development authority (as further defined herein, the “Authority”) to be chartered by the County;

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

Section 1. Definitions. In addition to the terms defined in the Recitals above, which are incorporated herein, the following terms shall have the meanings set forth below:

“Additional Party” means any municipal corporation, governmental agency or public entity located within King County, other than Seattle and the County, that has executed this Agreement or an amendment to this Agreement, or has otherwise accepted and assumed the terms of this Agreement from time to time.

“Advisory Committee” means the committee created by the Governing Board to serve in an advisory capacity to such Board pursuant to the Charter.

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

“Authority” means the King County Regional Homelessness Authority chartered by the County pursuant to the Enabling Ordinance and this Agreement.

“Charter” means the Charter of the Authority, as it may be amended from time to time. A form of the Charter is attached hereto as Exhibit A.

“County” means King County, a municipal corporation organized under the laws and statutes of the State.

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

“County Executive” means the King County Executive.

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

“Effective Date” means the date that this Agreement becomes effective between the County and Seattle as the initial Parties hereto, which shall be _____, 2019.

“Five-Year Plan” means the five-year implementation plan developed by the Authority, approved by the Governing Board, and confirmed by the Steering Committee in accordance with this Agreement and the Charter. The Five-Year Plan shall incorporate requirements of the Service Agreements from funders and align with the Regional Action Plan, if any, to guide the Authority’s operations.

“Governing Board” means the Board of Directors of the Authority, as the same shall be duly and regularly constituted from time to time under the terms of the Charter.

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

“Interlocal Cooperation Act” means chapter 39.34 RCW as the same may be amended from time to time.

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

“Party” or “Party to this Agreement” means the County, Seattle, and any Additional Party.

“RCW” means the Revised Code of Washington.

“Regional Action Plan” or “RAP” means the plan created to identify regional resource needs and guide decision making goals.

“Seattle” means the City of Seattle, a municipal corporation organized under the laws and statutes of the State.

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

“Seattle Mayor” means the Mayor of Seattle.

“Service Contract” means each of the agreements or contracts for the funding of the Authority and/or the services to be provided by the Authority to a Party.

“State” means the State of Washington.

“Steering Committee” means the oversight committee established pursuant to the Charter.

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

Section 2. Purpose of this Agreement; Creation of Authority; Principles; Steering Committee; Appointment of Governing Board; Scope of Work.

(a) *Purpose of this Agreement.* The purpose of this Agreement is (i) to authorize the chartering of a public development authority by the County for the purpose of coordinating the provision of services to Customers within King County, and (ii) to establish the terms and conditions under which the Parties will provide funds, staff and oversight to the Authority.

(b) *Creation of the Authority; Jurisdiction; Eligibility of Additional Parties.* The County agrees to charter the Authority and approve its Charter substantially in the form attached hereto as Exhibit A, subject to the terms and conditions set forth herein. The Parties hereto approve

the form of Charter substantially in the form attached hereto and explicitly authorize the Authority to act within their respective jurisdictions.

Additional Parties, including but not limited to cities, housing authorities, and other public entities located in King County, may from time to time become a Party to this Agreement to take advantage of the efficiencies of scale created by the Authority structure. Additional Parties must be committed to align provision of in-scope homelessness response services with the Authority's Five-Year Plan and other organizational goals and policies. The legislative authority of any entity satisfying the eligibility criteria set forth in this Agreement shall take such action as is necessary under local rules and the Interlocal Cooperation Act to approve the execution of this Agreement or to otherwise agree to be bound by its terms.

(c) *Principles.* The Parties agree that the establishment of the Authority is necessary to consolidate homeless response systems under one regional authority which acts according to the following principles:

1. The Authority shall establish processes to ensure accountability to its Customers, its contract agencies, its funders, and the public.

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

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

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

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

6. The Authority shall seek, where possible and as revenue and budgeting allows, to implement and support contracting processes and provider staff pay structures that

promote high quality services, service system professionalization, and reduction of undue provider staff turnover.

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

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

(d) *Steering Committee.* The Parties agree that a Steering Committee shall be formed to carry out the enumerated duties set forth in Article VII, Section 1 of the Charter. The Steering Committee shall be composed of those individuals representing people with Lived Experience and elected officials as described in the Charter. Duties of the Steering Committee are set forth in the Charter and include confirming Governing Board Members and receiving and confirming the Authority annual budget, the Five-Year Plan, and performance reports from the Governing Board.

(e) *Appointment of Governing Board.* The Parties agree that the initial Governing Board shall be appointed and confirmed as described in Article VII, Section 2 of the Charter. Members of the initial Governing Board shall be appointed by the Seattle Mayor, the Seattle City Council, the County Executive, the County Council, and the two Members of the Steering Committee representing persons with Lived Experience, confirmed by the Steering Committee, and shall serve for the terms set forth in the Charter.

Commencing five years after the formation of the Authority, the Governing Board shall become self-perpetuating and Governing Board Members shall be nominated as provided in the Charter and confirmed by the Steering Committee.

(f) *Composition of Governing Board.* The Governing Board shall provide strategic vision, community accountability and robust oversight for the Authority, and shall use skill-based criteria and representational standards for appointments. The Governing Board shall be comprised of eleven Members possessing the characteristics, expertise and skills described in the Charter.

(g) *Composition of Advisory Committee.* The Governing Board shall recognize or establish an Advisory Committee to serve in an advisory capacity to the Governing Board and to provide a broad array of perspectives as set forth in the Charter.

(h) *Scope of Work.* In addition to complying with the terms of Service Contracts that provide funding to the Authority, the Authority will, among other things:

1. Develop for Governing Board approval, within six months of formation, an initial work plan that describes an organizational structure, a plan for initial implementation of contracted Homeless Services on behalf of the County and Seattle under the terms of their respective Service Contracts, and a description of major goals and activities that the Authority will undertake until approval of its first Five-Year Plan.

2. Within the first 18 months of operations, the Authority shall work with current and former Customers and other stakeholders to develop a Five-Year Plan. The Authority's Five-Year Plan shall be informed by the Regional Action Plan, adopted by the Governing Board, confirmed by the Steering Committee and periodically updated. The Five-Year Plan shall:

- i. include a theory of change;
- ii. include specific, measurable actions, informed by the Regional Action Plan, that the Authority will take; and
- iii. include Sub-Regional Planning.

3. Develop processes for procurement of services addressing homelessness.

4. Develop form contracts with service providers with consistent terms, conditions and performance evaluation criteria.

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

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

Section 3. Provision of Funds; Audits.

(a) The Authority shall annually submit a proposed budget request to each of the Parties, consistent with the budget adopted by the Governing Board and confirmed by the Steering Committee, in accordance with the Charter. Budget requests shall be made by the Authority to the Parties at the time and in the form as determined to be necessary to comply with the fiscal and budget cycles of the individual Parties and that is consistent with the resources provided by the Parties. Each Party shall review the proposed budget request and strive to allocate funds to the Authority consistent with the budget request and overall Five-Year Plan; provided, that the County's review and allocation shall be based on its biennial budget.

The County shall serve as treasurer to the Authority.

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

1. Initial, start-up funding of no more than \$2,000,000 for calendar year 2020 (or a pro rata portion if the Authority commences operations later than January 1, 2020), the Authority's expected first year of operation; and

2. Program and administrative funding of no less than \$73,000,000 for 2020 (or a pro rata portion commensurate with the needs of the Authority if the Authority commences administration of Homeless Services contracts later than January 1, 2020) and for each of the following three years, and thereafter, funding as necessary for the Authority to acquire through contract Homeless Services and to fund the administrative costs of the Authority; provided, that such administrative funding shall be inclusive of wages and benefits.

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

1. Initial, start-up funding of no more than \$1,300,000 for calendar year 2020 (or a pro rata portion if the Authority commences operations later than January 1, 2020), the Authority's expected first year of operation; and

2. Program and administrative funding of no less than \$55,000,000 for 2020 (or a pro rata portion commensurate with the needs of the Authority if the Authority commences administration of Homeless Services contracts later than January 1, 2020) and for each of the following three years, and thereafter, funding as necessary for the Authority to acquire through contract Homeless Services and to fund the administrative costs of the Authority; provided, that such administrative funding shall be inclusive of wages and benefits and the cost of the space contributed by the County described in subparagraph (d) below.

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

(e) All Additional Parties shall either provide funds to the Authority or align the provision of related services consistent with annual budget requests, the Five-Year Plan, and goals and policies as adopted by the Governing Board and ratified by the Steering Committee, in

accordance with the Charter. The Authority shall fund services across the County regardless of whether a local jurisdiction is a Party to this Agreement.

(f) The Parties that provide resources to the Authority will enter into separate Service Contracts with the Authority setting forth their respective processes to provide resources to the Authority pursuant to the terms and conditions set forth herein and in the Service Contracts. Resources are defined as those funds, personnel time, and facility space provided to support the operation of the Authority or the operation of services.

(g) The Parties will use best efforts to coordinate the development of their respective Service Contracts to ensure consistency and that the Authority will be provided adequate resources and personnel to optimize the provision of services with appropriate accountability.

(h) If the Authority applies for and receives monies which had, in prior years, been awarded to one of the Parties, then (1) in future years, the amount of such monies shall be included as part of the contribution by the prior grant recipient, and (2) the Authority shall give first priority to providing services to those persons who were previously served by the grant funds.

(i) In the event of reductions or eliminations of funding available for homelessness program or services assigned to the Authority through the Service Contract, a Party may proportionately reduce its funding obligation to the Authority under this Agreement.

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

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

Section 4. Information Required for Oversight of the Authority. Each of the Service Contracts shall include provisions obligating the Authority to provide the following minimum information to each Party:

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

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

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

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

(e) A Five-Year Plan for the funding of Homeless Services, updated as set forth in the Scope of Work; and

(f) An annual performance update on the Five-Year Plan.

Section 5. Initial Duration; Withdrawal and Termination; Termination of the Authority.

(a) *Initial Term.* The initial duration of this Agreement shall be year to year with an automatic renewal for an indefinite period from its Effective Date.

(b) *Withdrawal from Agreement; Termination by the Parties.* Any Party to this Agreement may withdraw its participation in this Agreement (and corresponding representation on the Governing Board) by providing written notice to the other Party or Parties hereto. No Party is permitted to withdraw until this Agreement has been in force at least five (5) years from the initial Effective Date. Once this Agreement has been in force for five (5) years from the initial Effective Date, any Party may withdraw by providing at least one-year notice of its intent to withdraw.

(c) *Termination of the Authority.* The County Council may terminate the Authority with an affirmative finding of the Seattle City Council that dissolution is warranted, with the concurrence of any Additional Parties, as further provided in the Charter. Furthermore, upon expiration of this Agreement or termination of this Agreement by the Parties hereto, the County Council may, in its discretion, terminate the Charter of the Authority.

Section 6. Service Contracts for the Provision of Homeless Services. Nothing herein or in the Charter shall prohibit the Authority from entering into contracts with other cities, municipalities or public agencies within King County for the provision of Homeless Services without the necessity of such city, municipality or public agency becoming a party to or assuming the provisions of this Agreement, so long as (i) such contracts are subject to the availability of grant or other funding, (ii) such contracts are available for review by the Parties, (iii) any contract with such party provides for that entity to assume a proportional share of Authority operating expenses and service funding, and (iv) such contracts do not impair the obligations of the Authority to any Party or any other contractors.

Section 7. Amendments to Agreement. This Agreement may be amended by the mutual consent of the Parties hereto upon approval of the legislative authorities (city council, board, or County Council) of each Party.

Notwithstanding the foregoing, this Agreement may be amended upon approval of the County Executive and Seattle Mayor to add an Additional Party to this Agreement so long as the amendment or assumption document does not materially impact the rights of the then-current Parties to this Agreement. The Parties to this Agreement hereby authorize subsequent modifications to this Agreement by the County Executive and the Seattle Mayor for such purpose.

Except as provided in the preceding paragraph, no additions to or alterations of the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of all Parties.

Section 8. Miscellaneous Provisions.

(a) *Waiver.* No officer, employee, or agent of the Parties hereto has the power, right, or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement by any Party shall be held to be a waiver of any other or subsequent breach. Failure of a Party to enforce any of the provisions of this Agreement or to require performance of any of the provisions herein, shall in no way be construed to be a waiver of such conditions, nor in any way effect the validity of this Agreement or any part hereof, or the right of a Party to hereafter enforce each and every such provision.

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

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

(d) *Hold Harmless; No Liability.* To the maximum extent permitted by law, each Party hereto shall indemnify and hold harmless the other Parties and its or their agents, employees, and/or officers, from any and all costs, claims, judgments, or awards of damages arising out of the negligent acts or omissions of such indemnifying Party, its officers, employees or agents and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the other Parties arising out of, in connection with, or incident to this Agreement and the indemnifying Party's negligent performance or failure to perform any aspect of this Agreement. In the event of any such liability arises from the concurrent negligence of the indemnifying party and another Party, the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying party and its actors.

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

(e) *Filing of Agreement.* This Agreement shall become effective as of the Effective Date after it is duly adopted by the legislative authority of Seattle and County, executed by the Parties hereto and, pursuant to RCW 39.34.040, upon recording this Agreement or posting this Agreement on a Party's web site or other electronically retrievable public source.

(f) *No Separate Legal Entity.* The Parties hereto acknowledge and agree that the purpose of this Agreement is to facilitate the chartering of the Authority, an independent public corporation, by the County and the joint funding, administration, governance and operation of the Authority. No joint board or administrative entity within the meaning of RCW 39.34.030(3) is hereby created pursuant to this Agreement.

(g) *Labor Disputes.* Because labor disputes can lead to work stoppages or adversely impact the ability of the Authority to achieve desired outcomes, Seattle and the County agree and acknowledge that they have an interest in ensuring that the Authority's operations and progress are not interrupted or interfered with by work stoppages or other labor disputes. Accordingly, Seattle and the County agree to require the Authority and entities that contract with the Authority to adhere to labor laws, commit to promoting labor harmony, and take reasonable measures to avoid any work stoppages or labor disputes in their operations.

(h) *No Third Party Beneficiary Rights.* The provisions of this Agreement are for the sole benefit of the Parties and their successors and permitted assigns, and they will not be construed as conferring any rights to any third party (including any third party beneficiary rights).

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

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[signature blocks to follow]

Sound Cities Association
DRAFT Statement of Principles
Related to the Proposal to Establish a Regional Homelessness Authority

Based on the feedback provided by SCA members to date, SCA staff has prepared the following statement of principles for consideration by the PIC:

- The Sound Cities Association (SCA) recognizes that homelessness is a regional crisis
 - People are experiencing homelessness throughout the region
 - The acute crisis in Seattle affects the rest of the region
 - There are differences in the challenges, and solutions, in subregions of the county that need to be addressed sub-regionally
- Sub-regional planning is key to the success of a region-wide effort
 - We need better clarity on how sub-regional plans would be incorporated into a regional plan, and how sub-regional planning efforts would be supported by a proposed regional entity
 - There must be a commitment that funding will be disbursed equitably throughout county
 - Cities have been told that funds will be distributed without regard to whether a jurisdiction agrees to sign onto an ILA or service agreement – this must be formalized in the legislation
- SCA members have significant questions about the value of forming a new government (PDA) to tackle the challenges of a fractured system
 - There are questions about whether the new proposal would be more efficient, or simply more bureaucracy
 - SCA cities have requested details on current administrative costs, and anticipated administrative costs under the new proposal
 - Questions remain about how signatories would extricate themselves from the structure if it does not work, and/or if future council budgets do not fund, and whether a sunset clause should be built into the legislation
 - We must ensure that the new entity is not creating additional silos (with behavioral health, affordable housing, and other systems)
- Before a new entity would be formed, there needs to be high level agreement among policy makers across the region on what objectives we have for an entity
 - A common shared understanding of goals is a minimum – more detail on a plan for how to achieve these goals will likely be necessary for many to decide whether to participate
- If a new governance structure is established, policy makers (elected officials) should set policy
 - A board of experts to oversee day to day operations may make sense but large regional policy decisions, and major budgetary decisions, need to be made by elected officials, who are accountable to the public
- Any board/committee of elected officials should have equitable distribution of power between King County, Seattle, and SCA cities
 - A minimum of two seats (north/east and south) for SCA members would be necessary to reflect the sub-regional planning efforts
 - Appointments to subcommittees and working board should be made jointly by SCA/County/Seattle
 - Approval of any major decision (budget, regional plan, etc.) should have approval from at least one representative from each of the three (SCA/Seattle/King County) to ensure that there is regional buy in

What will the Executive and Seattle Mayor Transmit & When?

- The County Executive and Seattle Mayor will transmit to their respective Councils by early September an ordinance (with an attached Public Development Authority Charter) seeking authorization to enter into an Interlocal Agreement (ILA), creating a Regional Authority to oversee and administer regional homelessness response systems and services.
- If enacted by both King County and Seattle, the County will also simultaneously enact an ordinance to establish in County Code the PDA that is agreed upon in the ILA.

What will be in the Proposed ILA and the Charter?

Both the ILA and Charter contain definitions as appropriate in addition to the contents for each listed below:

The ILA	The Charter
<ul style="list-style-type: none"> • Statement of purpose • Agreement for the County to charter the PDA as attached • Eligibility for ILA Parties • Principles to guide the PDA • Brief description of the <ul style="list-style-type: none"> ◦ Steering Committee ◦ Governing Board ◦ Advisory Committee(s) • PDA Scope of Work • Initial Agreements for provision of <ul style="list-style-type: none"> ◦ Program Funding ◦ Administrative Funding ◦ Start-Up Funding • Agreement on Obligations of the PDA to King County and Seattle • Provisions for PDA Term, Withdrawal, Termination, and Amendment of the ILA • Provisions for Modification & Disestablishment of the PDA • Additional Provisions of the ILA as legally necessary • The proposed PDA Charter as an attachment 	<ul style="list-style-type: none"> • Creation of the Regional Authority as a PDA • Necessary limitations on liability and disclaimers • Establishment as a perpetual PDA (unless terminated) • Purpose and Scope of the PDA • Powers of the PDA • Explicit limitation of PDA powers • Creation & definition of the PDA's Steering Committee-Governing Board-Advisory Committee Structures, Powers, Procedures & Appointment Processes • Identification of key Officers and Staff, including the Executive Director and Office of the Ombuds • Additional provisions of the Charter as legally necessary

What is the Proposed PDA's Scope?

Programs and System Scope

The PDA's scope of work will be the region's homelessness response system. The PDA's scope contemplates that in addition to unifying homeless response services of Seattle and King County, it will also replace and encompass the current functions of All Home, the region's current Continuum of Care lead.



Financial Scope

The ILA will establish initial funding minimum expectations, subject to appropriation by Councils, based upon the sum of King County's and Seattle's 2019 annualized value of programs and administration for programs within the PDA's scope of work. The ILA will also make minimum funding expectations contingent upon the ongoing availability of funds sources while also providing that any fund source subsequently attributed directly to the PDA may trigger a proportionate reduction in the minimum funding expectations for Seattle and/or King County.

King County's 2019 Annualized Program & Administrative Value \$ 55 M approximate	Seattle's 2019 Annualized Program & Administrative Value \$ 73 M approximate	Total 2019 Annualized Program & Administrative Value \$ 128 M approximate
Value of King County's Proposed Contributions to PDA start-up costs \$ 1.8 M approximate	Value of Seattle's Proposed Contributions to PDA start-up costs \$ 2 M approximate	Total Value of Proposed Contributions to PDA start-up costs \$ 3.8 M approximate

Geographic Scope

In accordance with the agreed upon ILA, the County will create the PDA with geographic scope coincident with the boundaries of King County.

How will the ILA provide for participation of other cities?

Regional participation is critical—the ILA eliminates barriers that otherwise limit participation:

- **Who?** Cities or housing authorities in King County may join
- **When?** May join immediately or over time to take advantage of the efficiencies of scale created by the PDA structure.
- **What does joining mean?** All participants would commit to align provision of in-scope homelessness response services with the PDA's 5-Year implementation plan and sub-regional plans
- **How?** The joining city or housing authority may join by becoming party to the ILA

Service Contracts: Each party would sign a Service Contract with the PDA, describing their respective commitments to provide resources (funding or in-kind contributions inclusive of staff time, facility space, development sites, etc.) to support the operation of the PDA or the operation of related services.

The Proposed Board

Steering Committee

Primarily of elected officials ensuring overall electoral, financial, strategic, and community accountability and outcomes.

Up to 8 Members

<ul style="list-style-type: none"> KC Executive x1 KC Councilmember x1 SCA Member x1 SCA Member once 20 cities have joined ILA 	<ul style="list-style-type: none"> Seattle Mayor x1 SEA Councilmember x2 Lived Experience (appointed by a Continuum of Care body representing persons with lived experience)
--	---

Powers

- Confirm Governing Board Appointees
- Remove Governing Board Members for Cause
- Confirm w/o amendment or Reject 5-Year Plans
- Confirm w/o amendment or Reject Annual Budget
- Receive Annual Performance Report

Governing Board

Subject matter experts empowered by the Steering Committee to provide robust, persistent, and detailed guidance, fiscal and operational management, and oversight of the PDA and its mission.

11 Members

Board Member Expertise & Skills
Each member has expertise in one or more of the following with a requirement that all expertise & skills are present:

- Equity Implementation
- Fiscal Oversight
- Business Operations or Strategy
- Affordable Housing Finance/Development
- Physical or Behavioral Healthcare
- Labor Unions & Workforce
- Provision of services for persons experiencing homelessness
- Data-Based Performance Evaluation or Academic Research
- Criminal Justice
- Continuum of Care expertise

Overall Board Characteristics
In its total composition, the board must

- Include 3 persons representing persons with **lived experience** of homelessness
- Strive to reflect a **diversity of geographies** in King County
- Include individuals with connections to or experience with the **Business Community, neighborhood or community associations, and faith/religious groups**
- A majority of the members of the Governing Board shall be persons whose identity, personal experience, or professional expertise enables them to credibly represent the perspectives of, and to be accountable to, marginalized demographic populations that are statistically disproportionately represented among people experiencing homelessness in King County
- No member shall be an elected official, an employee of ILA parties, nor an employee, official, agent or representative of current contract holders or any entity that is likely to directly benefit from the actions of the Authority

Powers

The Governing Board is responsible for the management, vision, community accountability, and oversight of the PDA. Specified powers include:

- Hire, fire, and review the performance of the PDA's Executive Director
- Adopt & transmit for Steering Committee confirmation a 5-Year Plan
- Appoint Governing Board Members for confirmation by the Steering Committee after the initial appointment process
- Annually adopt & transmit an operating budget for confirmation by the Steering Committee and approval by the respective funding jurisdictions
- Annually adopt a performance report
- Oversee the PDA's implementation of the 5-Year Plan, Annual Budget, and additional plans and policies necessary to carry out the duties and responsibilities of the PDA
- Other powers legally necessary for the management of the PDA as provided in the Charter

Initial Appointment Process

All appointing bodies in the Steering Committee will bring multiple potential nominees in order to work together to seat the Governing Board consistent with the required skills and characteristics.

- King County Executive, King County Council, Seattle Mayor, Seattle City Council **each appoint 2 Governing Board Members** for Steering Committee Confirmation
- Steering Committee's 2 Lived Experience members **jointly appoint 3 Governing Board Members** for Steering Committee Confirmation

Ongoing Appointment Process

After 5 years, the Governing Board appoints persons to fill Governing Board vacancies subject to Steering Committee confirmation.

Advisory Committee(s)

The Governing Board can create and maintain an Advisory Committee or Committees as needed to ensure that the Governing Board receives the advice of a wide range of stakeholders, including providers and advocates of homelessness services. The Advisory Committee(s) may be constituted, if duly empowered, to perform the functions of the mandatory Federal Continuum of Care Board.

Sub-Regional Planning

The Authority will value distinctions in local context, needs and priorities through effective Sub-Regional Planning, including:

- **collecting and analyzing data** that enables tailored approaches for communities disproportionately impacted by the experience of homelessness and different sub-regions within King County
- **articulating local needs, priorities and solutions** to address homelessness across the different areas of the County
- **providing capacity** to work with stakeholders from geographically diverse parts of the region to analyze, identify, and implement priority services distinct to those sub-regions.

How will the ILA and Charter specify the PDA's planning cycle & staffing?

5-Year Implementation Plan required by the ILA & Charter within 18 months of the PDA's formation

- Incorporates requirements of Service Agreements from funders and the Regional Action Plan to guide the PDA's operations
- Developed by the PDA, approved by the Governing Board, and confirmed or rejected by the Steering Committee
- Inclusive of sub-regionally tailored context, needs, priorities, and approaches

Annual Budget

- Proposed by the Executive Director, approved by the Governing Board, and confirmed or rejected by the Steering Committee
- The annual budget would inform resource requests to be made to each party in accordance with the 5-year Strategic Plan, Service Agreements from funders, and subject to appropriation

Staffing

- The Charter mandates an **Executive Director**, hired by the Governing Board, with authority to hire additional staff as needed
- The Charter mandates an **Ombuds Office** to serve as a single point of contact for direct customer accountability within the PDA and the homeless service delivery system more broadly, ensuring customer accountability in the regional homeless response system, informing continuous improvement of the PDA, and increasing transparency and public trust.
- The Charter **empowers the ED to hire staff** to implement the 5-year strategic plan, including sub-regional planning, subject to budget authority and appropriation

SCA Questions
October 2, 2019

1. What are the goals of the proposed entity?

- **Effective, Accountable Leadership and Increased Agility:** With a system created of disparate parts, there is no single, unifying entity charged with creating and adhering to a long term plan to address homelessness. A single point of authority for homelessness services will ensure that one agency truly leads this work. With a central plan and unified vision, the new authority will be able to work with all partners to identify and implement effective solutions.
- **Sub-Regional Planning to Tailor Solutions to Local Conditions, informed by evidence-based best practices from the larger system:** The new authority will be that unifying force, developing and adopting a single plan at a sub-regional scale with short, medium, and long term objectives for shelter, housing, and other services that will both address homelessness today and reduce it in the future.
- **Equity: Centering communities and reducing disparities:** A major component of the homeless system redesign is placing people living homeless at the center of the system, empowering customers to address their housing insecurity. A key part of this is the creation of the Office of the Ombuds, a place where people living homeless can go identify and address system concerns and that will work to improve operations and outcomes. This is best practice that we have adopted in many other areas of human services: centering veterans within provision of veterans services, older adults within provision of services for seniors. This proposal activates this best practice within the homelessness crisis response.
- **Unified Data and Nimble, Data-Driven Decision Making:** King County and our partners have invested heavily in homelessness data systems. We monthly or quarterly analyze and update for public review system performance (<http://allhomekc.org/system-flow/>), including updates on the populations that our system serves (<http://allhomekc.org/currently-active/>) and on the performance of our providers (<http://allhomekc.org/system-performance-2/>). A unified system will draw on increased regional data and increased data consistency to further our ability to portray a complete and useful common operational picture that informs long-term policy and short-term continuous improvement in the delivery of homelessness services.
- **Increased Efficiency:** In addition to diffuse accountability and leadership, our current system's fragmentation causes inefficiency. There is redundancy amongst government's administering services, and providers perform redundant administration in reporting to multiple contract entities. This inefficiency draws resources and focus away from services. Maximizing existing resources requires unification of the system.
- **Public Clarity:** Homelessness is a complex topic. Our current fragmented system makes it even harder to understand causes and responses—what's working and what's not--as different governments issue different updates using different metrics on different intervals. A single and unified King County Regional Homelessness Authority (KCRHA) will contribute to public accountability and clarity of understanding.

2. What will success look like? How will success be measured?

As proposed, the 5 year plan would specify the outcomes over the next 5 year period. Broadly, success would demonstrate transparent progress toward improving the homelessness crisis response, increased efficiency, and rebuild public confidence in our region's ability to address our homelessness crisis and.

3. What if any role will elected policy makers have in setting the goals and metrics?

As proposed, the Steering Committee would include membership from elected officials (including SCA elected officials). The Steering Committee would have authority to confirm or reject a 5 Year Plan, which would detail goals and metrics. In addition, the 5 Year Plan would integrate sub-regional planning, which as proposed, would be the result of working with a variety of stakeholders (including cities) from across the County to analyze, identify and implement priority services.

4. Why is a new government (PDA) necessary to address the fractures in the current system?

According to the King County Auditor's Office:

- 1) "Diffuse authority and loose coordination among local funders make it difficult for the regional homeless response system to adjust and respond to the needs of the growing number of people experiencing homelessness in King County "
- 2) "Diffuse authority makes systemic change difficult."
- 3) "Multiple experts found the governance structure of the homeless response system is too weak to drive change, but this problem has not been resolved."

The PDA provides a clear legal framework for joining the governance **AND** implementation of our regional homelessness crisis response in order to address both the authority and coordination challenges. Consolidating only one or the other would not be sufficient to resolve our fractured system.

5. Could existing infrastructure, or an alternative form obtain the same outcomes without creating an additional layer of bureaucracy? (Public health model, other)

No.

6. How would county extricate self from new entity if results not being achieved?

In order to empower all ILA participants and provide a voice for the Authority in dissolving the partnership, Sect. 5 of the proposed Charter requires that dissolution include: 1) initiation, 2) affirmative finding and concurrence, and 3) dissolution.

- 1) Because the Authority is proposed as a creature of the County government, the proposal authorizes the County Council to initiate dissolution, either of its own accord or pursuant to either a or b below, by adopting a motion initiating dissolution proceedings.
 - a. The Governing Board may adopt a resolution requesting dissolution, after making an affirmative finding that it is necessary or appropriate.
 - b. Any jurisdiction participating in the ILA may make a formal request to the County Council to initiate dissolution—the proposal contemplates this could be through a formal resolution/motion or similar vehicle.
- 2) Pursuant to initiation, Seattle and King County would need to make affirmative findings that dissolution is warranted (again through the above-mentioned motion/resolution or a separate similar action) in order to proceed further. This process requires a public hearing and the opportunity for the Authority to comment on their views/position regarding dissolution.

All participating jurisdictions ("any additional parties" to the ILA) would also need to concur with those findings in order to proceed.

- 3) Upon affirmative finding and concurrence by all parties, Seattle and King County would be required to make written notice to the Authority to begin dissolution. Dissolution requires the Governing Board of the Authority to adopt a dissolution statement through resolution providing the information necessary to effectively terminate or pass on the responsibilities of the Authority.

An individual from each party would be appointed to oversee and review the Governing Board's dissolution process. Additional legal authority is provided to ensure dissolution is fulfilled.

7. What would it mean for cities to align their policies and funding with the proposed entity?

As proposed, details would be left to the Service Contracts that each member jurisdiction would sign with the KCRHA. Some example may include:

- contracting funds in alignment with the needs and priorities articulated in the 5 Year Plan,
- setting reporting standards in alignment with regional efforts to help capture a complete regional snapshot of homelessness efforts
- working to implement guidance from the Ombuds Office or other relevant policy to improve equitable delivery of services for those most disproportionately impacted by homelessness

8. How would this work when there is no current regional plan?

As proposed, the KCRHA would be required to create a 5 Year Implementation Plan in order to address this specific concern. That 5 Year Implementation Plan would be based in Sub-Regional Planning and require confirmation of the Steering Committee.

9. When will the Regional Action Plan be available for review?

The Regional Action Plan is being completed by the Corporation for Supportive Housing with funding by philanthropy and business, outside of government. Our understanding is that a draft may be available toward the end of October, but we don't have a date certain at this time.

10. How will the Regional Action Plan direct the new entity?

It won't. As proposed, the 5 Year Plan would need to align with the Regional Action Plan, but the 5 Year Plan would be the official document to provide broad policy guidance for the KCRHA. The 5 year plan must be confirmed by the Steering Committee.

11. How would the proposed entity limit cities' ability to determine siting of facilities?

The KCRHA would have no enforcement or zoning authority and therefore would have no ability to determine siting of facilities. The KCRHA, in carrying out the 5 Year Plan, would be responsible for partnering with service providers and jurisdictions to support site exploration and would be held accountable for driving toward implementation.

12. How would the proposed entity impact cities' ability to determine policies around homelessness crisis response?

Cities will continue to be able to respond to homelessness however they see fit, just as they do now. The KCRHA would have no authority to alter police powers within a jurisdiction. The KCRHA would be responsible for supporting cities (through providing research, education and best practice examples) through their discussions about policies that would impact the crisis response to homelessness.

13. The new entity is proposed to address crisis response only. How will this interact with upstream interventions? Behavioral health system? Affordable housing?

The proposed scope would ensure the KCRHA has precise accountability for the crisis response system. The KCHRA would be responsible for partnering with related/upstream/mainstream systems that affect people experiencing homelessness. This is not a new concept. We have similar expectations for other emergency response systems that focus on the emergency they are directed to address while still partnering with other related systems, such as Emergency Rooms that need to partner with Primary Care physicians but are not responsible for primary care.

14. How is sub-regional planning envisioned to take place?

The proposal defines Sub-regional planning as analyzing and articulating local needs, priorities and solutions to address homelessness across the different areas of the County, inclusive of Seattle and north, east, south, and rural King County. One way this will be implemented is through the commitment in Section 2.c.8 of the ILA which states “The Authority shall provide capacity to work with stakeholders from geographically diverse parts of the County to analyze, identify and implement priority services distinct to those sub-regions.” Clearly, jurisdictions and local providers would need to be heavily involved in informing sub-regional planning.

The proposal contemplates the KCRHA staff working with member jurisdictions, providers, and other partners (including jurisdictions) to plan and implement sub-regional planning. If SCA has specific requests for sub-regional planning processes, the Executive encourages you to share those with us now and to articulate those priorities to the Executive Director and is committed to working with SCA to successfully implement sub-regional planning.

15. Will there be funding available for sub-regional planning efforts from the new entity?

The Authority would need to prioritize capacity for this purpose, in line with the ILA language in Section 2.c.8. Current staff within DCHS, housed within the Housing, Homelessness and Community Development Division and All Home, currently work in partnership with providers and jurisdictions across the region. This explicit commitment envisions a more robust and proactive staffing arrangement that we believe can be achieved within existing resources as positions are created.

16. How would the new entity interact with city human services and homelessness response efforts?

The Executive expects these efforts to heavily inform the Sub-Regional Planning for the 5 Year Plan. As proposed, detailed expectations could be also built into the Service Contracts that each member jurisdiction would sign with the King County Regional Homelessness Authority.

17. If few or no cities sign on to service agreements, how would the new entity be “regional” in nature?

Governance geographic diversity. The Steering Committee has representation of suburban cities, regardless of their participation in the ILA. The Governing Board also requires board members to be from around the county.

Sub-regional planning. The proposal contemplates the Authority would need to define sub-regions and complete sub-regional planning regardless of ILA participation status.

Service delivery. King County provides homelessness services regionally, and because the Authority is anticipated to include the Continuum of Care (CoC) lead functions, the Authority would similarly be responsible for addressing the needs of the whole region, including individuals within jurisdictions that haven't signed the ILA.

18. How much of the funding to the proposed new entity would go toward admin?

Most of our funding sources carry restrictions about the amount that can be used for admin costs. Currently, of the funds the Executive proposes to transfer to the KCRHA, is \$6,332,121 of \$54,851,361 could be categorized as administrative. Any of these requirements stipulated through our funding sources or other related County policies would be written into our Service Contract.

19. That is amount of current County admin – how much of the program funding to external entities goes to admin?

It differs by Community Based Organization (CBO). DCHS' policy conforms to federal guidelines and states that CBOs are allowed to use up to their federally approved Indirect Cost Rate (ICR) or 10% (whichever is higher) of an award for administrative purposes.

20. Can we see a detailed breakdown of that \$6,332,121

DCHS Administration Budget to New Entity

Expenditure Actuals Line Items	2019 Budget
HHCDD	
Salaries & Benefits	381,645
Operating expense (supplies, trainings, etc)	96,000
Central Rates (Facilities, IT, HR, Legal)	171,000
Total Expenditures HHCDD Staff	\$ 648,645

Regional Coordination

Function	Total Budget	CoC	HCD	UWKC
HMIS System Administrator Contract	1,054,365	387,465	591,900	75,000
CEA (including RAPs)	2,567,500	1,872,500	695,000	
All Home	2,061,611	1,062,056	455,182	544,373
Total Expenditures	\$ 5,683,476	\$ 3,322,021	\$ 1,742,082	\$ 619,373

DCHS to new entity - regional coordination	\$ 5,683,476
---	---------------------

DCHS Total Admin to New Entity	\$ 6,332,121
---------------------------------------	---------------------

Notes:

- HHCDD refers to the Housing, Homelessness and Community Development Division of the King County Department of Community & Human Services (DCHS)
- HMIS is the Homeless Management Information System
- CEA is Coordinated Entry for All

21. How many County employees are funded by the \$6,332,121?

As shown in Q20 above, the total amount of funding for staff support and other administrative functions is \$6,322,121. This includes the equivalent of 18 direct full-time employees (FTE), based on the classification and salaries of staff currently in the positions, which include program staff, and other admin. Of this, \$587,791 is included in the total above for administrative/leadership functions including department director leadership, Prosecuting Attorney's Office time, etc.

22. What else is included in that total?

As shown in Q.20, in addition to County employees, the administrative dollars include funding for HMIS system support (which is contracted out), Coordinated Entry for All (CEA) including funding for Regional Access Points (RAPs) and general support for All Home.

23. Many questions have been asked about whether the new entity would create additional bureaucracy, or have efficiencies of scale. What limits would there be on admin costs of new entity?

As contemplated, the KCRHA would need to comply with all King County funding source restrictions on administrative costs.

24. Will a new entity create need for additional admin? HR? Office space? Equipment?

As contemplated, we do not believe the admin required would be any greater than the admin costs for the work currently divided between All Home, Seattle, and King County. In addition, there would be efficiencies of scale related duplication of roles, for example contract monitors for Seattle and King County who monitor the same agency for the same service. Admin expenses would be shown through the 5 Year Plan and annual budgets, which, as proposed, the Steering Committee would need to confirm.

25. How many new staff would be added? Cost of those positions? Any positions eliminated?

The exact staffing plan would be the authority of the KCRHA Executive Director and Governing Board, within the constraints provided by the funding agencies and the confirmed annual budget.

26. Can we see a breakdown of the remaining \$48,519,240?

Homeless Housing Program Type	Funding to New Entity
Service Contract Funding including CoC	
Emergency Shelter	\$8,825,965
Transitional Housing	\$1,338,680
Rapid Re-housing	\$4,540,468
Permanent Supportive Housing *	\$15,183,259
Permanent Housing *	\$1,719,962
Housing Connection	\$795,775

Street Outreach	\$450,000
Homelessness Prevention	\$1,821,090
Housing and Essential Needs (HEN)	\$11,181,856
Youth Homelessness Demonstration Project	\$2,662,185
Total Program Funding	\$48,519,240

27. Can we see a list of current recipients of the funding?

We are working on generating this list in an easy to digest format and would be happy to review it in detail at our SCA member meeting if that is useful.

28. Can we see a geographic breakdown of where the funds are spent? How much spent in Seattle? Other subareas?

We are working on generating this list in an easy to digest format and would be happy to review it in detail at our SCA member meeting if that is useful.

29. Can we see more detail on what is meant by each category? What is included in each bucket? More specifically, what type of “homelessness prevention” is currently funded?

- **Can we get a list of all the acronyms used in the document previously provided?**
CoC: Continuum of Care (under the purview of the All Home/CoC Board)
- **ESG:** Emergency Solutions Grant (federal block grant, under the purview of the Joint Recommendations Committee)
- **CDBG:** Community Development Block Grant (federal block grant, under the purview of the Joint Recommendations Committee)
- **DRF:** Document Recording Fee (local portion of King County generated document recording fees)
- **RAHP:** Regional Affordable Housing Program (a specific portion of the King County generated document recording fees, under the purview of the Joint Recommendations Committee and guided by an ILA with jurisdictions across the County)
- **MIDD:** Mental Illness & Drug Dependency Sales Tax (under the purview of the MIDD Advisory Committee)
- **VSHSL:** Veterans, Seniors, and Human Services Levy (under the purview of the Veterans, Seniors, and Human Services Levy Board)

31. What is the process for allocating funding currently, by fund source?

Based on policy direction given by RPC-approved implementation plans, KC Council-approved budgets, and Advisory Committee/Board guidance, the King County Department of Community & Human Services (DCHS) procures contracts for homeless services through Requests for Proposal (RFP) processes. Below is a summary of the RFPs managed by DCHS (and funded by multiple entities) for homeless services, including fund sources.

- 1) **Continuum of Care (CoC) RFP** - approximately \$40M annually (including both King County and City of Seattle funds)
Funder: US Department of Housing & Urban Development (HUD) McKinney funds

Timeframe: Annual

Purpose of the funding round: Funding for Permanent Supportive Housing, Rapid Re Housing, and Transitional Housing programs serving homeless single adults, young adults, and families. The Youth Demonstration Project funding is part of the CoC application starting in 2019.

Criteria: Criteria may change from year to year based on parameters from HUD.

2) Time Limited RFP – approximately \$4M annually

Funder: Time Limited RFP includes funding from:

- **King County DCHS**
 - Consolidated Homeless Grant (CHG), State funds
 - Emergency Shelter Grant (ESG), federal funds under the purview of the Joint Recommendations Committee
 - Community Development Block Grant (CDBG), federal funds under the purview of the Joint Recommendations Committee
 - Regional Affordable Housing Program Operating and Maintenance Fund (RAHP O&M), local funds under the guidance of the RAHP Interlocal Agreement (ILA) and under the purview of the Joint Recommendations Committee
 - King County Veterans, Seniors and Human Services Levy (VSHS Levy), under the guidance of the RPC-approved VSHS Levy and under the purview of the VSHS Levy Oversight Board
- United Way King County Shelter funding was included in 2018.

Timeframe: Every 2 years. Next round 2020.

Purpose of the funding round: Funding for new and existing **time limited** supports such as services, facility operating support, rental assistance, and emergency assistance for programs serving homeless young adults, families, and individuals.

Criteria: Funding priorities are identified for each funding round.

3) Operating Support, Rental Assistance & Supportive Services (ORS) RFP - approximately \$10M annually. *The amount to be distributed by the KCRHA would only include the portion of this RFP connected to within scope supportive services.*

Funders: ORS RFP includes:

- King County DCHS (Homeless Housing & Services Fund (Document Recording Fees), MIDD, and Vets Levy)
- City of Seattle Office of Housing (O&M Funds—not a King County contract)
- Seattle Housing Authority (Vouchers - not a King County contract)
- King County Housing Authority (Vouchers- not a King County contract)
- And at times
 - United Way (not a King County contract)
 - Building Changes, etc. (not a King County contract)

Timeframe: Annual

Purpose of the funding round: New and Existing **non-time limited** (Permanent) Housing for families, single adults, and young adults experiencing homelessness.

Criteria: Funds are primarily targeted to support people with high needs and/or who are chronically homeless. Funding priorities are affirmed annually through a Homeless Combined Funders Notice of Funding Availability. Many of the projects are those that have been prioritized as a new or previously funded Capital project via a project pipeline.

32. Who determines how these dollars are allocated now? Do cities have any role in determining this currently (advisory or other)?

Ultimately, the County Council adopts the budget to authorize funding amounts, the Department identifies the funding sources. This will continue to be the case with the new Authority.

Jurisdiction staff participate in planning sessions and review panels for the RFPs. In addition, the Joint Recommendations Committee approves funding allocations for the ESG, CDBG, and RAHP funding.

Finally, for the CoC, RFP cities participate in the Rank Order Committee and on the All Home Coordinating Board.

33. Is it envisioned that the same buckets of services would be funded by the new entity? At same or different levels?

Services would continue until such time as the KCRHA delivered a confirmed 5 Year Plan and annual budgets, with appropriation authority from the respective funding jurisdictions (Seattle and King County as proposed)

34. If the County signs onto the proposed ILA, would that limit the ability of future County Councils to determine how funds are allocated?

No. All funding jurisdictions for the KCRHA would maintain their appropriation authority. However, the Interlocal Agreement would commit them to working in partnership to align with the 5 Year Plan and Annual Budgets.

35. How stable are the funds under discussion? Are they subject to future volatility based on, for example, legislative cuts, recession, etc.? What would happen if these funds shrink in the future

Like all funding sources within the purview of DCHS, these are relatively stable, but all are subject to either 1) federal or state appropriation or 2) dependent on revenue streams that fluctuate with the economy. Please see detail below (acronyms detailed in Q29 above):

Funding	Subject to/Dependent on	Notes
CoC	Federal appropriation	This revenue source has steadily increased over the past 10 years
ESG	Federal appropriation	This revenue source has remained relatively stable over the past 10 years
CDBG	Federal appropriation	This revenue source has been consistently reduced at the federal level over the past 10 years
State	State appropriation and usage	These revenue sources are primarily dependent on document usage fees. While the fee has been recently increased generating additional revenue, we have seen reductions over the past 10 years

DRF	Usage fees	These revenue sources are primarily dependent on document usage fees. While the fee has been recently increased generating additional revenue, we have seen reductions over the past 10 years
RAHP	Usage fees	These revenue sources are primarily dependent on document usage fees. While the fee has been recently increased generating additional revenue, we have seen reductions over the past 10 years
MIDD	Sales tax revenue	We have seen recent increases to this funding source, but revenue would be affected by a recession
VSHSL	Property tax revenue	We have seen recent increases to this funding source, but revenue would be affected by shifts in the housing market

King County has historically managed these programs to available revenue sources. Should these funding sources shrink in the future, the County would work with all regional partners (including relevant Boards and Committees) and KCRHA to make adjustments as needed.

36. How is sub-regional planning anticipated to factor into how funds are disbursed in the future?

As contemplated, the Authority would be responsible for identifying, analyzing and implementing priority services in each sub-region as an integral part of the 5 Year Plan, which will inform the annual budget development.

The Executive intends to propose budgets that reflect the 5 Year Plan, inclusive of sub-regional planning priorities from the Authority.

Together the KCRHA 5 Year Plan and annual budgets, and the Council-approved budget will drive the KCRHA efforts to procure homelessness services.

37. How would entities like SKHHP and ARCH work with the proposed entity?

At this time, ARCH exclusively focuses on affordable housing policy and capital funding. As such, ARCH would be a partner with KCRHA along with all affordable housing actors across the region. We would also expect ARCH to help inform sub-regional planning.

The South King Housing & Homeless Partners would also need to be deeply engaged in sub-regional planning efforts. Their partnership would depend on their scope of work and would need to evolve as both actors grow in their role. As SKHHP has not yet hired a Director, this partnership may in part be dependent on the background and expertise of the Director and the direction of the SKHHP Board.

37. If cities do not sign onto a service agreement (or other agreement), would this have an impact on how funds are allocated to providers in that jurisdiction in the future?

No.

38. Would the proposed entity have the ability to seek taxing authority from the legislature in the future? Would this require any acquiescence from the County Council? Language in the Charter seems to anticipate that the entity would seek future taxing authority.

The KCRHA's efforts would need to be in alignment with Steering Committee confirmed 5 Year Plan and annual budgets. Any discussion about additional revenue authority would need to be in alignment with that guidance.

King County DCHS Funding to New Entity

Note: All funding is subject to Council appropriation; Dollars describe 2019 funding allocations not predictable sources; and any funding allocated to the proposed authority would still be required to adhere to whatever restrictions are placed on the funds by Council policy and relevant implementation plans, including VSHSL, MIDD implementation plans, Consolidated Plan, etc.

Homeless Housing Program Type	Funding to New Entity
Service Contract Funding including CoC	
Emergency Shelter	\$ 8,825,965
Transitional Housing	\$ 1,338,680
Rapid Re-housing	\$ 4,540,468
Permanent Supportive Housing *	\$ 15,183,259
Permanent Housing *	\$ 1,719,962
Housing Connection	\$ 795,775
Street Outreach	\$ 450,000
Homelessness Prevention	\$ 1,821,090
Housing and Essential Needs (HEN)	\$ 11,181,856
Youth Homelessness Demonstration Project	\$ 2,662,185
Total Program Funding	\$ 48,519,240

DCHS Admin including HMIS, CEA, All Home, HHCDD staff* \$ 6,332,121

DCHS TOTAL Funding to New Entity \$ 54,851,361

* Currently ONLY includes scattered site non-facility based programs

Funding by Fund Source

	CoC	ESG	CDBG	State	DRF	RAHP	MIDD		VSHSL		Other	Total
Service Contract Funding												
Emergency Shelter	-	187,844	205,000	1,068,343	3,818,102	472,222	100,000	RR-01	2,974,454	HS-1		8,825,965
Transitional Housing	431,840	-	-	265,000	270,000	371,840						1,338,680
Rapid Re-housing	1,263,820	105,038	-	3,171,610								4,540,468
Permanent Supportive Housing	12,504,329	-	-	43,467	1,408,372		642,399	RR-01	584,692	HS-1		15,183,259
Permanent Housing	-	-	-	-	1,517,511				202,451	HS-1		1,719,962
Housing Connector (was LLP)	-	-	-	-	530,775				265,000	2018 TP HS-2A		795,775
Street Outreach	-	-	-	250,000	100,000				100,000	SS-1F		450,000
Homelessness Prevention	-	-	291,090	300,000	450,000				780,000	HS-5D/SS-1F		1,821,090
Housing and Essential Needs (HEN)	-	-	-	10,963,976					217,880	2018 TP HS-2B		11,181,856
Youth Homelessness Demonstration Project	2,617,804	-	-	-	44,381							2,662,185
HMIS	387,465				591,900						75,000	1,054,365
CEA	1,872,500				637,000				58,000	HS-4		2,567,500
All Home	1,062,056				455,182						544,373	2,061,611
HHCDD Staff	293,418	21,202	-	248,025	50,000		15,000	RR-01	21,000	HS-1		648,645
Total	\$ 20,433,232	\$ 314,084	\$ 496,090	\$ 16,310,421	\$ 9,873,223	\$ 844,062	\$ 757,399		\$ 5,203,477		\$ 619,373	\$ 54,851,361

Federal
 Continuum Of Care (CoC)
 Emergency Solutions Grant (ESG)
 Community Development Block Grant (CDBG)

State
 Department of Commerce
 State ESG
 Consolidated Homeless Grant (CHG)
 Housing and Essential Needs (HEN)

Local
 Document Recording Fees (DRF)
 Regional Affordable Housing Program (RAHP)
 Mental Illness and Drug Dependency (MIDD)
 Veterans, Seniors and Human Services (VSHSL)

Other
 United Way



Denis Law Mayor

August 28, 2019

Office of the King County Executive
Attn: Ms. Rachel Smith, Chief of Staff; and Ms. April Putney, Legislative Director
401 Fifth Ave., Suite 800
Seattle, WA 98104
Sent Via E-mail

RE: City of Renton comments and recommendations on “Deliberative Draft” for Interlocal Agreement (ILA) and formation of new regional homeless response system

Dear Rachel and April:

This letter is to honor your request for written input and suggestions on the Executive’s “Deliberative Draft” of a proposed Interlocal Agreement (ILA) and Charter for a “Unified Regional Homelessness Response Authority.”

We first wish to acknowledge the extensive work the Executive’s Office has done with our city and others in gathering feedback as this ILA was in development, most recently through your visit to Renton on Tuesday. Through your efforts and those of other staff such as Kelly Rider, you have asked for our perspective and sought to incorporate what you heard, which we certainly appreciate. Renton expressed initial and conditional support on a conceptual level for a unified regional response system, though we indicated that numerous questions remained.

Based on what we saw unveiled last week, and pursuant to the follow-up discussion you had on Tuesday with Councilmember Ed Prince and our regional/state/federal affairs consultant Doug Levy, we would like to share several suggestions regarding the governance model in the Draft ILA. From our perspective, these changes would better incentivize suburban cities to participate in the Unified Response System, rather than disincentivize them. Additionally, we would like to share a few other observations on details and backup material that could accompany the Draft ILA.

A primary concern of ours is that the proposed Steering Committee and Governing Board we saw in the initial Draft ILA gives very little voice to suburban cities. As structured, it would give suburban cities minimal incentive for or confidence in wanting to join into this system, undermining the regional value of it. We would recommend three revisions that the Executive’s Office could make before a more public introduction of the Draft ILA:

- Provide multiple seats—at least two—on the Steering Committee for Sound Cities Association (SCA). Having north and south seats or east and south seats would give suburban cities more confidence in being heard, versus triggering anxiety about being outweighed or not heard.
- Revise Steering Committee authority so that members are not simply in an up-or-down vote mode that doesn't appear to give them a substantive role in the process. We suggested on Tuesday a way to allow for suggested amendments that could bounce back and forth between the Steering Committee and Governing Board. Another idea that might help the process is to require a super-majority approval by the Steering Committee, to ensure the Governing Board is adequately weighing the perspectives and ideas of those Steering Committee members.
- Provide SCA/suburban cities with some of the appointing authority for the Governing Board. A suggestion you made Tuesday—that perhaps all Steering Committee Members could come armed with names for the initial appointment – could be a workable model.

We recognize that from the standpoint of some, including the City of Seattle, suburban cities are not being asked for funding and aren't being required to join the system. But as a practical matter, much of the county's revenue base is indeed from our cities and taxpayers and they would have a very limited say under this first-draft proposal. Suburban cities currently get at least one-ninth of a say under our current County Council governance, but in the model we saw last week, would get just one of seven seats on a Steering Committee that has a limited number of meetings and appears to have only up-or-down rather than substantive budget and fiscal authority. Furthermore, suburban cities have no role at all in the appointing of an 11-member Governing Board that appears to do the lion's share of the substantive policy and budget work for this Authority.

To us, this formation of a decision-making structure would be a missed opportunity, leaving Seattle, King County, and "lived experience" individuals to set a fiscal and policy direction without the benefit of other stakeholders within the region. As discussed on Tuesday, we would like to take the time to make changes to the ILA to better enable numerous suburban cities to get to yes—and we sense that both your office and County Council Members share that desire.

Finally, while the first-draft ILA does not delve into all the details, we want to share some other observations where more definition and clarity would be helpful:

- **What is covered under this proposed Authority.** We have received general information that the Unified Response System is meant to address things such as shelters, crisis response, navigation, tracking, etc. You helped clarify on Tuesday that the Response System is not designed to cover mental health and opioids-addiction services. We would

9b-64



suggest that a descriptive listing of what is and what is not part of the proposed system would be useful for suburban cities. Additionally, given that a significant percentage of the homeless population also struggle with mental health and drug addiction challenges, how would the new Authority then coordinate with the services provided in these areas, especially as any holistic approach to homelessness must include a way to address mental health and drug addiction.

- **Understanding and consensus around the source of funds.** The proposal and PowerPoint handed out references a \$49-million-a-year commitment by King County. We believe it would be beneficial to have details on the source of the funding, how it is to be used, and how that would affect cities outside of Seattle. For example, it was emphasized that King County would still devote funding resources to collaborate with cities beyond the Unified System.
- **Taxing Authority.** This is another issue where there appears to be at least some mixed messages. We were glad to hear you emphasize that additional taxing authority is not an option under current Public Development Authority (PDA) statute and that such authority would not be pursued unless there was some future consensus to do so. Clarifying this in writing would be extremely helpful.
- **Sub-regional planning.** You have heard our city and other suburban cities recommend this as an important component of the new Unified Response Authority. In essence, sub-regional planning could be rolled up into the work of the Unified Response System. In fairness, the proposal released Wednesday did not get into this level of detail, but we continue to believe this would be an important component of any regional response system.

Again, we would like to emphasize that we appreciate the outreach done by the Executive and staff on this proposal. We also want to be transparent in conveying our concerns so that, hopefully, important revisions to the Unified Response System proposal can be made as it formally introduced and before it goes to the King County Council and Seattle City Council.

Sincerely,



Denis Law
Mayor

DL:aa





September 3, 2019

The Honorable Dow Constantine
King County Executive
401 Fifth Avenue, Suite 800
Seattle, WA 98104

The Honorable Jenny Durkan
Seattle Mayor
600 Fourth Avenue, 7th Floor
Seattle, WA 98104

Dear Executive Constantine and Mayor Durkan:

Thank you for the opportunity to review the draft August 21, 2019 "Overview and Key Elements of Proposed ILA & Charter for a Unified Regional Homelessness Response Authority" document that you presented at the Regional Policy Committee and shared with regional partners.

The City of Kirkland applauds your efforts to develop and implement a unified, effective, regional response to homelessness. We understand the difficult challenges that must be overcome to reform and improve the existing fragmented system. Every city in King County shares the goal of a coordinated, seamless system that successfully transitions every man, woman, child and family experiencing homelessness to stable housing. We deeply appreciate the leadership provided by Seattle and King County to tackle these challenges.

We also thank you and your staff for including key leaders from the Sound Cities Association in the conversation throughout the development of the initiative. Although there is not agreement on every issue, the proposed ILA and Public Development Authority (PDA) Charter summary appear to incorporate important feedback from the cities and to make great strides in addressing several key concerns about governance and funding. While the initial interlocal agreement creating the PDA understandably begins with Seattle and King County, we are pleased that the proposed interlocal agreement allows for additional cities to join the ILA and the PDA over time, and Kirkland desires to help ensure the success of the initiative.

In that spirit, Kirkland has several important comments on the draft overview document. First, we favor the concept of the two-tiered governance structure. We firmly believe in the need for a steering committee with elected leadership to approve Board members, budgets and work plans. But we also support empowering a governing board of practitioners and experts who do not benefit from the current system to develop and implement the budgets and work plans to maximize the effectiveness of the new entity. The draft document appears to strike a reasonable balance in granting authority and accountability to both groups.

While Kirkland does support the governance framework, further regional conversation needs to occur on the specific membership allocations. It is important to remember that much of the revenue that King County invests in homelessness programs is either generated in cities through countywide taxes or is allocated to King County by the federal government based on the populations in the cities. For these reasons, both the steering committee and the governing board must include an appropriate level of geographic representation. One steering committee member from cities outside of Seattle cannot effectively represent North, South and East King County. In addition, more clarity is needed on how the steering committee and governing board will evolve as new cities join. Nevertheless, the initial proposal from Seattle and King County is an excellent place to start.

Secondly, Kirkland does have concerns about the initial Governing Board appointment process. As explained in the document, the King County Executive, King County Council, Seattle Mayor, and

September 3, 2019

Page 2

Seattle City Council each appoint two Governing Board Members for Steering Committee confirmation and the "Lived Experience members" jointly appoint three Governing Board Members for confirmation. Clearly there needs to be an appointment role for Sound Cities in the final ILA. Kirkland would suggest that to create regional cohesion and strong support for the Governing Board, all Steering Committee members should jointly select all Governing Board members from a qualified pool of nominations rather than include "guaranteed slots" for various bodies.

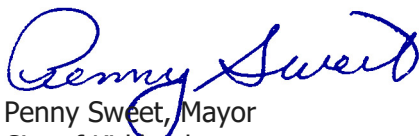
Third, Kirkland supports the initial scope of work for the new regional authority. Seattle and King County have appropriately limited the scope to those programs and funding sources that are currently the responsibility of Seattle, King County, or the current Continuum of Care provider, All Home. By focusing the scope on these internal programs, you maximize the chance of early successes. But the more focused scope also addresses some of the key concerns of Kirkland and other cities, which is to ensure that the new PDA does not have some new authority over cities that does not currently exist and cannot raise new revenue from cities without their agreement and support.

Finally, Kirkland strongly supports the provision in the ILA that allows other cities or housing authorities to become parties to the ILA and sign service level agreements with the PDA. We recognize that Seattle and King County need to act now to address the immediate crisis. But this provision will allow the new authority to be enriched and enhanced over time by a "coalition of the willing" as the new authority demonstrates effectiveness and accountability. East King County has many successful examples of these collaborative coalitions, including A Regional Coalition for Housing (ARCH), the Eastside Public Safety Communications Agency (EPSCA), the east side dispatch center NORCOM, and the eCityGov Alliance. Each of these entities was created by cooperative interlocal agreements, and they continue to thrive because they deliver the services and outcomes that member cities value. Based on our experience, we feel confident that once the new PDA delivers results, cities will see the value in signing on to the ILA and executing contracts with the PDA. The ability to join later gives cities the time we need to evaluate the new entity and is critical for the overall success of creating a truly regional system. We appreciate Seattle and King County including this opportunity in the ILA.

Again, thank you for the opportunity to review the proposed ILA and PDA Charter. It should be noted that our position might evolve as the two-page summary shared with the region is converted to more detailed legislative documents. But that caveat aside, Kirkland overall supports the proposal that Seattle and King County have made to create a unified regional authority to tackle homelessness. It is a thoughtful, pragmatic approach, and the urgency of the issue demands action. We encourage both Seattle and King County to incorporate our suggestions and approve the ILA. Kirkland fervently hopes the new authority will be successful and looks forward to a potential future partnership.

Sincerely,

KIRKLAND CITY COUNCIL



Penny Sweet, Mayor
City of Kirkland

cc: Kirkland City Council

9b-67