

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion of Draft Interlocal Agreement for Homeless Services with the King County Regional Homelessness Authority		
DEPARTMENT:	Recreation, Cultural and Community Services		
PRESENTED BY:	Bethany Wolbrecht-Dunn, Community Services Manager		
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:

In 2015, the City Council adopted Resolution No. 379 supporting King County’s proclamation of emergency regarding homelessness in King County. Since then, the City has taken several actions related to addressing homelessness in Shoreline.

Additionally, King County and the City of Seattle entered into an interlocal agreement to create the King County Regional Homelessness Authority (KCRHA). The purpose of the Authority is to address homelessness throughout King County through the consolidation of funding and coordination of services county-wide. The KCRHA was created in 2019, but faced implementation delays due to the COVID-19 pandemic. While the original interlocal agreement is between King County and Seattle, KCRHA has been working with seven distinct sub-areas within King County for planning and implementation purposes.

The goal of tonight’s discussion is to discuss the draft Interlocal Agreement for Homeless Services proposed by KCRHA, which would begin to consolidate funding for homelessness services through the Authority. Tonight, staff will be joined by KCRHA’s Sub-Regional Planning Manager, Alexis Mercedes Rinck, who will present the proposed Interlocal Agreement.

RESOURCE/FINANCIAL IMPACT:

This is a discussion item only and has no direct financial impact.

RECOMMENDATION

No action is required at this time. Staff recommends that Council review the draft KCRHA Interlocal Agreement for Homeless Services and ask questions of staff and staff from the KCRHA. If supported by Council, staff will return later this Fall with a final proposed Interlocal Agreement for Council approval.

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

BACKGROUND

Since the City's incorporation in 1995, the City has provided funding to programs that serve the unhoused in our community. This has generally been funding provided through our biennial competitive funding process to agencies that have a regional footprint. However, as concern about the unhoused regionally and nationwide increased, in 2015, the Shoreline City Council adopted [Resolution No. 379](#) supporting King County's proclamation of emergency regarding homelessness in King County and the City's commitment to work with King County and partner agencies on plans to address homelessness.

While the City was working to support this Council Resolution and address homelessness in the Shoreline community, work was also proceeding between King County and the City of Seattle to improve the regional response to homelessness. This process started in 2005, when King County developed a Ten-Year Plan to End Homelessness; however, by 2015, even more people were experiencing homelessness in our region. This caused the focus to shift to develop regional strategies that were focused on:

- Keeping people from becoming homeless in the first place;
- For those that do become homeless, working to make it as brief as an experience as possible; and
- Ensuring individuals and families do not experience homelessness again.

With this shift in strategy, the King County Committee to End Homelessness became known as 'All Home', and both King County and the City of Seattle engaged in several studies and reports that found that the region's response to homelessness was "too weak to drive change." The All Home Governing Board included representatives from the region, including then Shoreline Councilmember Keith Scully.

In May 2018, King County and the City of Seattle signed a Memorandum of Understanding committing to coordinate data, analysis, Request for Proposals, and evaluation processes related to investments in homelessness services. Further, King County and Seattle worked with several philanthropic groups to fund a critical review of the region's homelessness investments and to make recommendations for any changes. Council was briefed on this progress and invited to comment on key questions related to this work during its June 17, 2019, Council meeting. More information on these regional efforts can be found in the June 17, 2019 staff report: [Discussion of the King County Homelessness System Redesign](#).

In response to the recommendations to change, the City of Seattle and King County entered into an interlocal agreement in 2019 to establish the King County Regional Homelessness Authority (KCRHA) with the goal of unifying and coordinating efforts related to the overall homelessness response system. KCRHA staff attended the August 9, 2021, Council meeting to provide an overview of the new Authority and sub-regional planning activities. More information can be found in the staff report for this Council discussion: [Discussion and Introduction of the King County Regional Homelessness Authority](#).

Additionally, a full discussion on Shoreline’s response to homelessness and the KCRHA was presented at the [April 25, 2022](#) Council meeting.

North King County Coalition on Homelessness and the KCRHA

The 2020-2022 Shoreline Council Goals and Work Plan included the following Action Step related to responding to homelessness in Shoreline:

“Council Goal 5, Action Step 7: Begin a process of developing partnerships with North King County cities and other key stakeholders in support of siting a 24/7 shelter/navigation center to serve homeless single adults in North King County.”

Staff subsequently began work towards this Council Action Step by convening the North King County Shelter Task Force, which resulted in the opening of The Oaks Enhanced Shelter, in partnership with King County and Lake City Partners Ending Homelessness, in April 2021. At that time, Task Force members agreed that there was value in continuing as a sub-regional group to focus generally on homelessness in North King County. The group voted to become the North King County Coalition on Homelessness (Coalition) with a new chartered purpose: “To support policies and community-based efforts to provide services, shelter and/or permanent housing options for those in our communities who are experiencing homelessness. We anticipate that the Coalition will ultimately serve as sub-regional hub for the King County Regional Homelessness Authority.”

The cities of Shoreline, Lake Forest Park, Kenmore, Bothell, and Woodinville have appointed a City Council representative to the Coalition. The Coalition serves as a North King County sub-regional hub for the KCRHA as envisioned. More information about the Coalition can be found in the staff report that supported the Memorandum of Understanding that formalized the Coalition, which was approved by the Council on October 18, 2021: [Authorizing the City Manager to Enter Into the North King County Coalition on Homelessness Memorandum of Agreement](#).

The continued work of the Coalition and its interaction with KCRHA directly relates to the 2022-2024 Shoreline City Council Goal 5, Action Step 10:

“Actively monitor developments related to the King County Regional Homelessness Authority with a particular focus on actions and resources related to sub-regional planning efforts.”

While KCRHA continues to build systems and create large scale plans and more localized subregional plans, they are exploring ways to enrich the overall coordination of programs throughout King County. Tonight’s discussion is centered around a proposal to further the goals of the KCRHA’s to create pooled subregional funding.

DISCUSSION

In the spring of this year, KCRHA staff began a discussion with the Coalition regarding the idea of developing subregional interlocal agreements with the potential to pool funding on a subregional basis in support of the goals of the KCRHA. This idea was discussed at several Coalition meetings and in separate meetings with staff from the

Coalition member cities. Those discussions led to the framework of the proposed Interlocal Agreement for Homeless Services (Attachment A) being presented tonight. The initial proposed Agreement term is four years but includes a provision for terminating the Agreement with 60 days' notice. Member cities are being asked to present the draft Interlocal Agreement to their respective city councils for discussion and possible approval prior to the start of the next biennium.

Shoreline Funding Context

The 2021-2022 Shoreline Human Services Funding Plan, which was approved by Council on [September 28, 2020](#), allocates \$74,362 per year for homelessness related programs. The specific homelessness related programs and the providers that operate these programs are as follows:

Homelessness Programs in the 2021-22 Shoreline Human Services Funding Plan

<i>Program</i>	<i>Provider</i>	<i>2022 Funding</i>
Family Shelter	Mary's Place	\$ 5,000
The Oaks Enhanced Shelter	Lake City Partners	\$ 18,612
Housing Outreach	Lake City Partners*	\$ 25,000
Housing	Hopelink	\$ 25,750
Total		\$ 74,362

**An additional \$35,839 from COVID response funding for Lake City Partners Housing Outreach was included in the recent 2021-2022 Biennial Budget amendment (through Ordinance No. 970), which was approved by Council on August 8, 2022.*

The proposed KCRHA Interlocal Agreement would not affect these current funds in any way. The pooled funding approach in the Agreement would be phased in over the next two biennia as follows:

- 2023-2024 Biennium** - KCRHA recognizes that cities are currently in the process of developing budgets and specific human services funding allocations for 2023/2024. Therefore, the proposal for the next biennium is that Shoreline would transfer the funding the Council approves for programs providing homelessness services to KCRHA, which would administer the contracts for those programs. Shoreline's 2023-2024 Human Services Funding Plan is scheduled to be presented to the Council for review and discussion on September 19, 2022 and does includes an increase of about \$7,000 per year in support of the Oaks Enhanced Shelter.
- 2025-2026 Biennium** - Beginning in 2025, KCRHA proposes that the City approve a total dollar amount for homelessness services overall and transfer those funds to the KCRHA. KCRHA would determine what specific programs to fund at what level with the dollars transferred, using the soon to be developed North King County Subregional Plan as a guide. Because some North King County cities do not currently contribute significant funds in support of homelessness services, KCRHA is proposing a contribution of at least \$1.20 per capita. Based on the Washington State Office of Financial Management (OFM) 2022 population estimate for Shoreline of 60,320, Shoreline's expected contribution would be \$72,384, which is right in line with the City's current contribution level. In addition, KCRHA is committed to ensuring that all funds

contributed by cities in North King County would be used to fund services focused on North King County residents.

ALTERNATIVES ANALYSIS

As part of the draft Interlocal Agreement for Homeless Services, if supported by Council, Shoreline would receive quarterly metric updates, as well as a formal yearly report on services provided in Shoreline and to Shoreline residents. Other benefits include of participating in the Agreement include:

- Improved efficiency for both funders and providers,
- Fewer systems for providers to navigate for applications, reporting and invoicing, and
- Streamlined funding and contract management.

One consideration for the Council relates to the expectation beginning in 2025 that cities will transfer funds in a more general way rather than to specific programs. Staff believe the critical element related to this proposal is the final North King County Subregional Plan. Staff anticipate that the North King County Coalition on Homelessness will be heavily engaged in developing that plan to ensure that it will address the services and process needs most relevant to the residents of North King County. If so, and if the KCRHA commits to utilizing funds in support of that plan, staff believe it reasonable to allow the KCRHA to determine how to allocate City contributed funds beginning in 2025.

Given these considerations, Shoreline staff see value in participation in the Interlocal Agreement. As mentioned above, it will focus the administrative work of agencies to one funder. Shoreline will benefit with access to data on Shoreline residents being served by agencies and programs outside of the City, as well as other agencies and programs Shoreline has not traditionally funded. Additionally, this furthers the goal of a regional framework for homelessness services. Staff recommends that the Council review the North King County Subregional Plan upon its completion to evaluate the service areas that will be prioritized.

Tonight's Discussion

Tonight, KCRHA's Sub-Regional Planning Manager, Alexis Mercedes Rinck, will be present at the Council meeting to present information on the proposed Interlocal Agreement and potential next steps if Council is interested in moving forward with the draft Agreement.

NEXT STEPS

Staff is interested in Council's thoughts about the proposed Interlocal Agreement for Homeless Services with KCRHA in general as well as thoughts related to the specific components. KCRHA staff will be taking input from multiple cities in an effort to arrive at a mutually agreeable document. Ideally for the KCRHA, all five North King County cities will be interested in signing on to a final agreement. However, cities will have the latitude to sign on or not as they choose. Staff anticipate bringing a more final document to the Council later this Fall.

COUNCIL GOALS ADDRESSED

This staff report specifically addresses the following 2022-2024 Council Goal and Action Steps:

- Council Goal #5: Promote and enhance community safety, healthy neighborhoods, and a coordinated response to homelessness and individuals in behavioral health crisis.
 - Council Goal 5, Action Step 9 – Continue to support the North King County Enhanced Shelter serving homeless adults in North King County through partnership and agreement with King County, Lake City Partners and the community; and
 - Council Goal 5, Action Step 10 – Actively monitor developments related to the King County Regional Homelessness Authority with a particular focus on actions and resources related to sub-regional planning efforts.

RESOURCE/FINANCIAL IMPACT

This is a discussion item only and has no direct financial impact.

RECOMMENDATION

No action is required at this time. Staff recommends that Council review the draft KCRHA Interlocal Agreement for Homeless Services and ask questions of staff and staff from the KCRHA. If supported by Council, staff will return later this Fall with a final proposed Interlocal Agreement for Council approval.

ATTACHMENTS

Attachment A – Draft Interlocal Agreement for Homeless Services with KCRHA

AGREEMENT FOR HOMELESS SERVICES

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

RECITALS

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

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement:

“*Agreement*” means this Agreement for Homeless Services governing each Partner City’s consideration for, and the Services to be provided by, the Authority, as it may be amended from time to time.

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

“**Effective Date**” means the date identified above.

“**Homeless Services**” means shelters, day centers, hygiene facilities, housing, and related services to assist customers.

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

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

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

“**Services**” mean the Homeless Services to be provided by the Authority under the term of this Agreement, as set forth in Exhibit A.

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

ARTICLE II PURPOSE; TERM

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

Section 2. Term. This Agreement shall begin on the Effective Date and end four years from the Effective Date (December 31, 2026), unless terminated earlier or extended as provided herein.

ARTICLE III AUTHORITY RESPONSIBILITIES

Section 1. Authority’s Responsibilities. Subject to the terms of this Agreement, the Authority hereby agrees to operate a unified, regional homelessness response system and to provide Services to, or on behalf of the, the Partner Cities in support of its mission to significantly

decrease homelessness throughout King County pursuant to the Interlocal Agreement. The Services to be provided by the Authority to, or on behalf of, the Partner Cities to customers under the term of this Agreement are more fully described in Exhibit A (the “Services”) and may be modified by the Parties hereto from time to time to reflect then-current levels of Resources.

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

**ARTICLE IV
PARTNER CITY RESPONSIBILITIES**

Section 1. Consideration and Resources. In consideration of the Authority’s commitment to provide Services under this Agreement, each Partner City agrees to provide the Resources to the Authority and/or to align the Partner City’s provision of related services consistent with the Authority’s budget, the Five-Year Plan or successor planning document, and the Authority’s Goals, Policies, and Plans as approved by the Authority pursuant to the Interlocal Agreement. Such Resources and other consideration shall be as set forth in Exhibit B attached hereto. Exhibit B may be updated from time to time to reflect updated Resources to be provided under this Agreement.

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

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

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

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

subject of audit findings, those records shall be maintained for either years following expiration of this Agreement or until the audit findings are resolved, whichever is longer.

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

ARTICLE VI COMPLIANCE WITH LAW

Section 1. General Requirement. The Parties hereto shall comply with all applicable laws of the United States, the State, and the Partner Cities; rules, regulations, orders, and directives of their administrative agencies and the officers thereof; and the Interlocal Agreement, when carrying out the terms of this Agreement.

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

ARTICLE VIII WITHDRAWAL AND TERMINATION

Section 1. Withdrawal. [to come]

Section 2. Termination. This Agreement may be terminated in accordance with this Section.

a. By Agreement. The Parties may agree to terminate this Agreement at any time, without cause and for any reason, including for convenience, upon sixty (60) days' prior written notice to the other Parties. Such termination shall become effective as of 11:59 p.m. on December 31st of that current year, unless otherwise agreed to by the Parties.

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

c. Termination of Interlocal Agreement. In the event the City of Seattle and King County elect to terminate the Interlocal Agreement, this Agreement shall terminate as of the date of termination of the Interlocal Agreement.

Section 2. Effect of Termination or Expiration.

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

b. Coordination of Contracts. Upon termination or expiration of this Agreement, all existing contracts funded with Partner City funds pursuant to this Agreement shall be either assigned to the Partner City or terminated, to be determined by the applicable Partner City in its sole discretion. At least 60 days prior to termination or expiration of this Agreement, the Authority shall provide each Partner City with a current list of contracts funded by the Partner City, together with the total contract value, the contract term, the source of funding for each such contract, and any additional information requested by the Partner City. The Parties shall work together and, to the extent necessary, in consultation with King County to coordinate the assignment and termination of all such contracts on or prior to termination of this Agreement.

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

**ARTICLE IX
MISCELLANEOUS**

Section 1. Notice to the Parties. Any formal notice or communication required to be given under this Agreement shall be deemed properly given if delivered either by physical or electronic means (to email addresses designated by the Parties from time to time), or if mailed postage prepaid and addressed to:

If to [_____]:

[Notice Address]

If to [_____]:

[Notice Address]

If to the Authority:

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

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

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

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

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

Section 5. Contractual Relationship. The relationship of the Authority to the Partner Cities shall be that of an independent contractor, and the Authority agrees that no employee of the Authority shall be deemed or claimed to be an employee of the Partner Cities for any purpose. This Agreement does not authorize the Authority to act as agent or legal representative of any Partner City for any purpose whatsoever. The Authority is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of a Partner City or to bind a Partner City in any manner whatsoever.

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

Section 6. Integration. This Agreement, together with all Exhibits hereto, contains all of the terms and conditions agreed upon by the Parties relating to the subject matter of this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

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

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

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

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

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

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

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

Section 14. Additional Parties. Municipalities, local governments and public agencies within the region in which the other Parties are located may, on execution of an addendum or amendment to this Agreement and approval of Resources to be provided to the Authority, become a Party to this Agreement.

[Signature Page Follows]

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

KING COUNTY REGIONAL HOMELESSNESS AUTHORITY, a Washington governmental administrative agency

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

[PARTNER CITY]

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

[PARTNER CITY]

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

[PARTNER CITY]

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

EXHIBIT A SERVICES

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

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

- For the 2023-2024 budget cycle, Partner Cities who have made funding awards made by their respective city council will be honored and maintained in amount as described in Exhibit B; however beginning January 1, 2023, the Authority shall be responsible for the administration and oversight of the applicable service contract. The Partner City shall take such steps as necessary to assign such responsibility to the Authority.
- For the following years, funding decisions will be made by the Authority in alignment with sub-regional planning activities.
- Allowable expenditures
 - In furtherance of maintaining investment into the North King County sub-region, dollars pooled within the North King County sub-region under the terms of this Agreement shall only be administered to the following agencies which the Authority has determined as serving North King County residents and customers:
 - Lake City Partners Ending Homelessness
 - Hopelink
 - Mary's Place
 - Congregations for the Homeless
 - The Sophia Way
 - Catholic Community Services
 - Camp Unity Eastside
 - Camp United We Stand
 - LifeWire
 - Friends of Youth

If as of the Effective Date, a Partner City does not have a service provider or fundable program within its jurisdictional boundaries, the pooled funding will be administered to one or more of the service providers listed above.

EXHIBIT B

FUNDING AND PAYMENT/RESOURCES

The Partner Cities Agree to provide funding into the Authority to administer the terms of the Agreement. Throughout the Agreement, the contribution amount will be determined as described below. Each Partner City shall include its respective contribution in its approved budget, subject to city council approval.

For the 2023 - 2024 budget cycle:

- Partner Cities that have historically funded homelessness response organizations and have issued requests for proposals for this budget cycle will maintain their investment amount. The Authority may advise on a recommended funding contribution informed on HMIS data; however, Partner Cities will not be required to exceed their historical contribution levels.
- Partner Cities that have historically not funded homelessness response organizations shall allocate funding based on the average per-capita investment from the Partner Cities that have funded homelessness response.

For 2025 - 2026 budget cycle:

- Each Partner City will provide a funding allocation earmarked to the Authority with opportunity for its city council to allocate additional funding to the Authority.
- The Authority will provide a funding contribution recommendation informed by HMIS data and sub-regional planning efforts to make informed recommendations based on needs of North King County residents.