

Exhibit A
Form of Charter

CHARTER
OF
SPOKANE REGIONAL AUTHORITY FOR HOMELESSNESS, HOUSING,
HEALTH AND SAFETY

TABLE OF CONTENTS

ARTICLE	SECTION	PAGE
ARTICLE I	NAME AND SEAL	1
ARTICLE II	AUTHORITY FOR SPOKANE REGIONAL AUTHORITY FOR HOMELESSNESS, HOUSING, HEALTH AND SAFETY: LIMIT ON LIABILITY.	2
	Section 1. Authority	
	Section 2. Definitions	
	Section 3. Limitation on Liability	
	Section 4. Mandatory Disclaimer	3
ARTICLE III	DURATION OF AUTHORITY	5
ARTICLE IV	PURPOSE OF AUTHORITY	6
ARTICLE V	POWERS OF AUTHORITY	7
ARTICLE VI	LIMITS ON POWERS	9
ARTICLE VII	ORGANIZATION	
	Section 1. Governing Board	
	Section 2. Tenure of Board Members	
	Section 3. Quorum	
	Section 4. Organization	
	Section 5. Committees	
	Section 6. Actions Requiring Approval by Resolution of the Board	
	Section 7. Right to Indemnification	13
Section 8. Code of Ethics Policy	14	
ARTICLE VIII	OFFICERS	
	Section 1. Duties of Officers	
	Section 2. Administration	15
ARTICLE IX	COMMENCEMENT OF AUTHORITY	16
ARTICLE X	BYLAWS	17
ARTICLE XI	MEETINGS	
	Section 1. Time and Place of Meetings	
	Section 2. Open Public Meetings	
	Section 3. Parliamentary Authority	
	Section 4. Minutes	18
ARTICLE XII	CONSTITUENCY	19
ARTICLE XIII	AMENDMENTS TO CHARTER AND BYLAWS	20
ARTICLE XIV	ADOPTION OF FISCAL YEAR AND BUDGET	
	Section 1. Fiscal Year	21

ARTICLE	SECTION	PAGE
	Section 2. Funding	
	Section 3. Budget Process and Adoption	
	Section 4. Accounting, Budgeting and Reporting	
ARTICLE XV	MISCELLANEOUS	22
	Section 1. Geographic Limitation	
	Section 2. Safeguarding of Funds	
	Section 3. Public Records	
	Section 4. Audits, Interpretations and Reports	
	Section 5. Dissolution	
	Section 6. Nondiscrimination	23
Section 7. Nonexclusive Charter		
ARTICLE XVI	REGISTERED AGENT, CLAIMS AND SERVICES	24
	Section 1. Registered Agent	
	Section 2. Claims	
	Section 3. Service of Process	
	Section 4. Filing	
ARTICLE XVII	APPROVAL OF CHARTER	25

**ARTICLE I
NAME AND SEAL**

The name of this corporation shall be the "SPOKANE REGIONAL AUTHORITY FOR HOMELESSNESS, HOUSING, HEALTH AND SAFETY (referred to herein as the "Authority"). The corporate seal of the Authority shall be a _____ with its name and the word "SEAL" inscribed therein.

ARTICLE II
AUTHORITY FOR SPOKANE REGIONAL AUTHORITY FOR
HOMELESSNESS, HOUSING, HEALTH AND SAFETY: DEFINITIONS
LIMIT ON LIABILITY: MANDATORY DISCLAIMER

Section 1. Authority.

The Authority is a public corporation organized pursuant to Resolution No. _____ of the County of Spokane, Washington (the "County") adopted on _____, 202_, as existing or as hereinafter amended (the "Enabling Resolution"), and pursuant to the Revised Code of Washington ("RCW") 35.21.730 through 35.21.755, as the same now exists or may hereafter be amended, or any successor act or acts.

Section 2. Definitions.

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

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

“Authority” means the Spokane Regional Authority for Homelessness, Housing, Health and Safety created by the County under RCW 35.21.730 through 35.21.755.

“Board of Spokane County Commissioners” means the legislative authority of the County.

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

“Charter” means the Charter for the Establishment of the Spokane Regional Authority for Homelessness, Housing, Health and Safety as it may be amended from time to time.

“Chief Executive Officer” or “Director” means the Chief Executive Officer or Director or similar office confirmed by the Governing Board as provided herein.

“Cities” means all participating Cities in this Charter.

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

“County” means Spokane County, a municipal corporation and political subdivision organized under the laws of the state of Washington.

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

“Governing Board or Board” means the board established pursuant to this Charter that shall serve as the governing body of the Authority.

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

“Homeless Services” means shelter, day centers, hygiene facilities, behavioral health services, housing and related services to assist individuals and families experiencing homelessness or who are at imminent risk of experiencing homelessness.

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

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

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

“Parties” means the County and all Cities.

“RCW” means the Revised Code of Washington.

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

“State” means the state of Washington.

Section 3. Limitation on Liability

The Authority is an independent legal entity exclusively responsible for its own debts, obligation and liabilities. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and properties of the Authority. No creditor or other person shall have any right of action against or recourse to the assets, credit, or property of County or any or any other public or private entity or agency on account of any debts, obligations, liabilities or acts or omissions of the Authority, unless expressly agreed to in writing by the County or entity.

Section 4. Mandatory Disclaimer.

The following disclaimer shall be posted in a prominent place where the public may readily see it in the Authority’s principle and other offices. It shall also be printed or stamped on all contracts and other documents that evidence any debt 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 Spokane Regional Authority for Homelessness, Housing, Health and Safety (the “Authority”) is organized pursuant to Resolution No. 23-___ of the Board of County Commissioners of Spokane County, Washington (the “County”), adopted on _____ and RCW 35.21.730 through 35.21.755, each as existing or as hereinafter amended. 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 the County or any other public or private entity or agency on account of any debts, obligations, or liabilities of the Authority unless expressly agreed to in writing by such public or private entity or agency.

RCW 35.21.750 provides as follows: All 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 public or private entity or agency 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 the Authority shall be perpetual. However, the Authority recognizes the importance of making this a long-term commitment. As such, after the first 24 months of adoption of the Charter by the County, any City may choose to terminate its participation in the Authority by providing 12 months written notice to the Governing Board of the Authority. Upon termination, any elected members of the Governing Board from the terminating City will cease to participate on the Governing Board and will be replaced by a representative as defined in the Charter. Provided, no City may withdraw its participation in the Authority until all bonds issued by the Authority or obligations to pay debt services are paid in full. Provided further termination of the Authority may be: (1) by agreement of the Parties; (2) formation of a Special Purpose District that assumes all duties and obligations of the Authority, or (3) by formation of a Port District as provided by Title 53 RCW that assumes all duties and obligations of the Authority.

**ARTICLE IV
PURPOSE OF AUTHORITY**

The Authority is formed pursuant to an Interlocal Agreement executed among Spokane County, the City of Spokane, the City of Spokane Valley, the City of Cheney, the City of Medical Lake, and the City of Airway Heights. The purpose of the Authority is to coordinate homeless services within an equitable operational framework to enable and facilitate joint planning, program funding and establishing standards for and accountability of programs, and thereby improve the delivery of homeless services and enhance outcomes for those receiving such services in Spokane County.

In coordinating such services the Authority shall:

- a. Provide consolidated, aligned services for individuals and families who are experiencing homelessness or who are at imminent risk of experiencing homelessness within the boundaries of Spokane County;
- b. Receive revenues from the County, the Cities, Funders and other public and private sources for the purposes of the Authority, and applying such revenues as permitted by this Charter; and
- c. Provide such other services as determined to be necessary or desirable to implement this Charter.

The Authority will abide by the following Guiding Principles as it develops bylaws, policies and procedures:

- a. Our region cares for those in need and our service providers are doing hard but remarkable work;
- b. Our region wants and deserves a clean, safe and healthy community;
- c. Individuals can be helped out of homelessness with appropriate services and an expectation to succeed;
- d. Our region cannot merely build its way out of our homelessness crisis - services AND access to housing are the path to success;
- e. Treatment is often a priority;
- f. Detention remains a necessary accountability tool;
- g. Emergency shelter is not housing but a connection point to services;
- h. Integration of dollars, services, people and data are critical to successfully and sustainably managing homelessness; and
- i. The integration of housing, health and safety are critical to long-term success.

For the purpose of receiving the same immunities or exemptions from taxation as that of the County, the Authority constitutes a public agency and a creation of the County (within the meaning of Article VII, § 1 of the Constitution of the state of Washington and within the meaning of those terms in regulations of the United States Treasury and rulings of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1986, as amended).

**ARTICLE V
POWERS OF AUTHORITY**

Except as limited by the Constitution of the State, laws, regulations, or Charter, the Authority shall have and may exercise all lawful powers necessary or convenient to affect the purposes for which the Authority is organized, including the powers listed in this Article:

- a. Own, lease, acquire, dispose, exchange and sell real and personal property;
- b. Contract for any Authority purpose with individuals, associations and corporations, municipal corporations, the County, the City, any other city/town within Spokane County, any Additional Party, any agency of the State or its political subdivisions, the State, any Indian Tribe, and the United States or any agency or department thereof;
- c. Provide for, carry out, and implement the provisions of this Charter;
- d. Sue and be sued in its name;
- e. Lend its money, property, credit or services, or borrow money;
- f. Do anything a natural person may do;
- g. Perform and undertake all manner and type of community services and activities in furtherance of the carrying out of the purposes or objectives of any program or project heretofore or hereafter funded in whole or in part with funds received from the United States, the State, any other political entity, 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, or as may otherwise be authorized by the County;
- h. Transfer any funds, real or personal property, property interests, or services, with or without consideration;
- i. Receive and administer governmental or private property, funds, goods, or services for any lawful public purpose;
- j. Purchase, acquire, lease, exchange, mortgage (to the extent authorized by law), encumber (to the extent authorized by law), improve, use, manage, or otherwise transfer or grant security interests in real or personal property or any interests therein; grant or acquire options for real or personal property; and contract regarding the income or receipts from real property;
- k. Secure financial assistance, including funds from the United States, the State, or any political subdivision or agency of either for Authority projects and purposes;
- l. Contract for, lease, and accept transfers, gifts or loans of funds or property from the United States, the State, and any political subdivision or agency of either, including property acquired by any such governmental unit through the exercise of its power of eminent domain, and from corporations, associations, individuals or any other source, and to comply with the terms and conditions therefor;
- m. Manage, on behalf of the United States, the State, and any political subdivision or agency of either, any property acquired by such entity through gift, purchase, construction, lease, assignment, default, or exercise of the power of eminent domain;
- n. Initiate, carry out, and complete such capital improvements of benefit to the public consistent with this Charter;
- o. Provide advisory, consulting, training, educational, and community services or advice to individuals, associations, corporations, or governmental agencies, with or without charge;
- p. Control the use and disposition of corporate property, assets, and credit;
- q. Invest and reinvest its money;
- r. Fix and collect charges for services rendered or to be rendered, and establish the

- consideration for property transferred;
- s. Maintain books and records as appropriate for the conduct of its affairs and make such books and records available as required by law and this Charter;
 - t. Carry on its operations, and use its property as allowed by law and consistent with this Charter; designate agents, and hire employees, prescribing their duties, qualifications, and compensation; and secure the services of consultants for professional services, technical assistance, or advice; and
 - u. Exercise such additional powers as may be authorized by law, except as may be expressly limited by the terms of this Charter.

**ARTICLE VI
LIMITS ON POWERS**

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

- a. The Authority may not incur or create any liability that permits recourse by any Contract Holder or member of the public against any assets, services, resources, or credit of the County or the Cities, unless otherwise explicitly agreed to in writing by such entity(ies).
- b. 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, the State legislature or any governing body of any political entity; provided, however, that funds may be used for representatives and staff of the Authority to communicate with governmental entities and members of Congress of the United States or State legislature or any governing body of any political entity concerning funding and other matters directly affecting the Authority, so long as such activities do not constitute a substantial part of the Authority's activities and unless such activities are specifically limited in this Resolution.
- c. All revenues, 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 revenues, assets or credit of the Authority shall inure to the benefit of, or be distributable as such to Governing Board Members, members of the Advisory Committee or other committees, officers or other private persons, except that the Authority is authorized and empowered to:
 - (i) Provide a per diem to Governing Board Members;
 - (ii) Reimburse Governing Board Members, members of the Advisory Committee or other committee, and employees and others performing services for the Authority for reasonable expenses actually incurred in performing their duties, and compensate employees and others performing services for the Authority a reasonable amount for services rendered;
 - (iii) Assist Governing Board Members, members of the Advisory Committee or other committee, or employees as members of a general class of persons who receive services provided by or through the Authority as long as no special privileges or treatment accrues to such, Governing Board Members, members of the Advisory Committee or other committee or employees by reason of their status or position in the Authority;
 - (iv) To the extent permitted by law, defend and indemnify any current or former, Governing Board Members or employees as provided herein;
 - (v) Purchase insurance to protect and hold harmless any current or former, Governing Board Member 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, and such insurance shall not be considered to be compensation to the insured individuals. The powers conferred by this Section shall not be exclusive of any other powers conferred by law to purchase liability insurance.

- d. The Authority shall not issue shares of stock, pay dividends, make private distribution of assets, make loans to its Governing Board Members or employees or otherwise engage in business for private gain.
- e. The Authority shall have no power of eminent domain nor any power to levy taxes or special assessments.

ARTICLE VII ORGANIZATION

Section 1. Governing Board/Committees.

The management of all the Authority affairs shall reside in the Governing Board. The Governing Board shall have the authority and responsibilities to provide policy oversight and legislative direction for the Authority and its administration and assure the purposes described in this Charter are reasonably accomplished.

The Governing Board of the Authority shall be composed of 13 members as follows:

5 Standing Board Members:

- City of Spokane Mayor or Designee
- Spokane City Council Member designated by the Council
- Member of the Board of County Commissioners designated by the Board
- City of Spokane Valley Council representative
- Representative of Small Cities to be jointly appointed by the Cities. For the purpose of this member, a Small Cities shall be one having a population of less than 100,000

8 Non-elected Sector Board Members appointed by the entire Authority Governing Board from recommendations provided by the Authority's CEO:

- One Public Housing Representative
- One Private Housing Representative
- One Medical Health Representative
- One Behavioral Health Representative
- One Public Safety Representative
- One Lived Experience Representative
- One Business Representative
- One Philanthropy Representative

Section 2. Tenure of Board Members.

- a. **Term-Generally.** Board Members shall be appointed for three-year terms. Provided, however, a Member of the Governing Board may only serve for such time that he or she is the duly appointed and acting in the capacity they represent.
- b. **Term limit.** A Governing Board Member shall not serve more than 2 consecutive 3-year terms (not counting for this purpose any Partial Term, or term of less than 3 years, as a "term").
- c. **Commencement and Expiration of Term.** A Governing Board Member's term commences immediately upon such Governing Board Member's appointment as a Governing Board Member. An individual does not continue to serve as a Governing Board Member after the end of the Governing Board Member's term (unless such individual is appointed to a new term of office), despite the fact a successor Governing Board Member has not been appointed.
- d. **Partial Terms.** If a Governing Board Member resigns, dies or is removed before the end of his/her term, and a replacement Governing Board Member is appointed before such term

- ends, then the replacement Governing Board Member shall serve the unexpired term of the predecessor Governing Board Member (a “Partial Term”).
- 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 remaining Governing Board Members, be deemed to have forfeited his or her position as a Governing Board Member and that Member’s position shall be vacant. The forfeiting of a Governing Board Member position pursuant to this paragraph shall be effective immediately unless otherwise provided in the resolution. Any successor shall be selected in the same manner as the appointment.

Section 3. Quorum.

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 Governing Board as defined in Article VII, Section 1 above.

Each individual Governing Board Member shall be a voting member and shall have one vote. A Governing 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.

Section 4. Organization.

Members of the Governing Board shall elect a Chairperson and Vice-Chairperson from among its Members, who shall serve a 2-year term. Appointment and removal shall be established in the Bylaws.

Section 5. Committees.

The appointment of committees shall be provided for in the Bylaws or policies approved by the Governing Board.

Section 6. Actions Requiring Approval by Resolution and Voting.

- a. A general or particular authorization of the Governing Board by resolution shall be necessary for any of the following actions and as provided in Section 6(a)(i) and Section 6(a)(iii) of this Article.
 - (i) The following actions of the Governing Board shall require an affirmative vote of a majority of Governing Board Members present, provided quorum requirements in Section 3 of this Article are met:
 - (1) Adopt and amend Bylaws of the Governing Board;
 - (2) Approve for implementation the recommendations of the staffing plan and organization structure;
 - (3) Approve performance metrics; and
 - (4) Change the name of the Authority.
 - (ii) The following actions shall require an affirmative vote of a two-thirds majority of Governing Board Members present, provided quorum requirements in Section 3 of this Article are met:

- (1) Approve or amend guiding principles, goals, policies, and plans;
 - (2) Approve or amend the annual budget; and
 - (3) Confirm the appointment of the Chief Executive Officer.
- (iii) Removal of the Chief Executive Officer shall require an affirmative vote of two-thirds of the Governing Board Members.

Section 7. 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 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 proceeding 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, that the foregoing indemnity shall not indemnify any person from or on account of:

1. Acts or omissions of such person finally adjudged to be intentional misconduct or a knowing violation of law; or
2. 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 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, any agreement, any Bylaws, 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, its Governing Board, staff and employees.

Section 8. Code of Ethics Policy.

Board Members 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) and policies of the Authority. The Board shall adopt a code of ethics policy for Board Members that shall, among other provisions, include a conflicts of interest policy and require an individual annual disclosure statement.

ARTICLE VIII OFFICERS

Section 1. 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.

Section 2. Administration.

The Governing Board may appoint, designate, employ, and remove a Director of the Authority. The 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 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.

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 Spokane County and the first organizational meeting of the Governing Board is held.

ARTICLE X
BYLAWS

The Governing Board shall review, approve and amend Bylaws for all matters related to the governance of the Authority. The Bylaws provide rules governing the Authority and its activities consistent with the laws of the State and this Charter. In the event of a conflict between the Bylaws and this Charter, the Charter shall control. Any amendments to the Bylaws (which may consist of an entirely new set of Bylaws) shall be approved by resolution of the Governing Board.

ARTICLE XI MEETINGS

Section 1. Frequency of Meetings. Time and Place of Meetings.

Regular meetings of the Governing Board shall be held as provided in the Bylaws at a regular time and place to be determined by the Governing Board by resolution. Special meetings of the Governing Board may be called as provided in the Bylaws.

Section 2. Open Public Meetings.

The Open Public Meetings Act, chapter 42.30 RCW, shall apply to all meetings of the Governing Board or any committee thereof when the committee acts on behalf of the Governing Board, conducts hearings or takes testimony or public comment. Members of the Board may participate in a regular or special meeting through the use of any means of remote participation as authorized by law. Any Board 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 3. Parliamentary Authority.

The most current version of Robert's Rules of Order Newly Revised 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 4. Minutes.

The Governing Board shall cause minutes to be kept of all regular and special meetings of the Governing Board. Minutes shall include a record of individual votes on all matters requiring approval of the Governing Board. Minutes shall be kept in accordance with chapter 42.32 RCW.

**ARTICLE XII
CONSTITUENCY**

There shall be no constituency of the Authority.

ARTICLE XIII
AMENDMENTS TO CHARTER

- (1) Proceedings Preliminary to Recommending Amendments to the Charter. Any Governing Board member may propose a Charter amendment(s), subject to prior approval by the Governing Board as provided in this Charter to the County. Final action by resolution of the Governing Board is necessary to consider recommending proposed amendment(s) to the Charter. If the Governing Board approves consideration of a proposed amendment(s) to the Charter, information about the proposed Charter amendment(s), including a copy of the proposed amendment(s) in a format that strikes over material to be deleted and underlines new material and a statement of the amendment's purpose and effect, shall be provided to each member of the Governing Board at least 30 days prior to the meeting at which a vote will be taken on a resolution recommending to the County amending the Charter.

- (2) Action Amending the Charter. After the preliminary proceedings described in subsection (1) of this Article have occurred, final action upon approval by two-thirds of the entire Governing Board may be taken recommending to the County amending the Charter. If the amendment(s) differs materially from the original proposed amendment(s) considered during preliminary proceedings, then the preliminary proceedings described in subsection (1) of this Article shall be repeated. After final action recommending amending the Charter, the amended Charter recommendation shall be forwarded to the County for action. The County shall consider any recommendation of the Governing Board received under this Article and either approve or disapprove the recommendation as the County deems appropriate. Any amendment to the Charter shall be issued in duplicate originals, each bearing the signature of the Chair of the Board of County Commissioners. One original shall be filed with the clerk and a duplicate original shall be forwarded to and retained by the Authority.

**ARTICLE XIV
ADOPTION OF FISCAL YEAR AND BUDGET**

Section 1. Fiscal Year.

The fiscal year shall coincide with the calendar year.

Section 2. Funding.

Funding for Authority operations and activities include but are not limited to funds distributed to the Authority from County, Cities, Funders, grants and other public and private entities.

Section 3. Budget Process and Adoption.

Within the timelines prescribed in the Bylaws, the Director shall provide to the Governing Board for review and approval of a final budget for the ensuing fiscal year. No increase or decrease to the final budget shall occur without the approval of the Governing Board.

Section 4. Accounting, Budgeting and Reporting.

The Authority shall be subject to the Budgeting Accounting & Reporting System (BARS) applicable local government and shall comply with local government accounting laws, including but not limited to chapter 43.09 RCW.

**ARTICLE XV
MISCELLANEOUS**

Section 1. Geographic Limitation.

The Authority may conduct activities within Spokane County, subject, however, to the applicable limitations set forth in RCW 35.21.740.

Section 2. Safeguarding of Funds.

The Authority funds shall be deposited in a qualified public depository as required by law.

Section 3. Public Records.

The Authority shall maintain all of its records in a manner consistent with the Preservation and Destruction of Public Records, 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 including the Public Records Act codified in chapter 42.56 RCW.

Section 4. Audits, Inspections, and Reports.

Local government accounting laws, and RCW 43.09.200 through 43.09.2855, shall apply to the Authority and copies of all reports filed with the State Auditor shall be filed contemporaneously with the Clerk of the Board of County Commissioners. At any reasonable time and as often as the County or State Auditor deem necessary, the Authority shall make available for inspection, examination, auditing, and copying all of its records, including but not limited to contracts, invoices, payrolls, personnel records, inventories, and financial records and other relevant records. Consistent with RCW 35.21.745(1), the County shall retain the right to control and oversee the Authority's operations and funds in order to correct any deficiency and to assure that its purpose is being undertaken and reasonably accomplished. This responsibility shall not create any liability for the County. The Authority shall honor any request by the County in conjunction with its meeting this statutory responsibility.

Section 5. Dissolution.

- (1) The Governing Board may propose to the County that the Authority be dissolved. Such proposal must be made by resolution adopted by two-thirds of the entire Governing Board at a regular or special meeting of which 30 days advance written notice was given to each Governing Board member and the Clerks of the Cities by the Authority. Information about the proposed dissolution, including the grounds for dissolution and distribution of Authority property, shall be provided to each member of the Governing Board and the Clerks of the Cities at least 14 days prior to the meeting at which a vote will be taken on the resolution. Within 30 days of adoption of a resolution approving dissolution of the Authority, a copy of the resolution shall be delivered to the Clerk of the Board of County Commissioners. The County may, after a public hearing, dissolve the Authority. Upon dissolution, all Authority property, net of all outstanding liabilities, shall be distributed as set forth in an agreed plan of distribution adopted by a two-thirds of the entire Governing Board.
- (2) Upon the action taken under Section 5, the County may, after a public hearing with notice to the Authority, petition the superior court to dissolve the Authority in accordance with RCW 35.21.750. Upon dissolution of the Authority and the winding of its affairs, and as

determined by order of the Court, any remaining rights, assets, and property may be transferred to a qualified public entity or entities which will fulfill the purposes for which the Authority was chartered. Otherwise, all remaining rights, assets, and property shall vest in the County. Upon completion of dissolution proceedings, the Clerk of the Board of County Commissioners shall indicate such dissolution by inscription of "Charter Cancelled" on the Charter of Authority, and the existence of the Authority shall cease. The Clerk of the Board of County Commissioners shall give notice thereof to the State Auditor and to other persons as provided in the dissolution statement.

- (3) In the event of the insolvency or dissolution of the Authority, the superior court of the county in which the Authority is or was operating shall have jurisdiction and authority to appoint trustees or receivers of corporate property and assets and supervise such trusteeship or receivership: Provided, that 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 the County or any or any other public or private entity or agency on account of any debts, obligations, or liabilities of the Authority.

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 the County 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, 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, honorably discharged 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 Board.
- (2) Employment, including solicitation or advertisements for employees.
- (3) Provisions of services to and contracts with the public.

Section 7. Nonexclusive Charter.

This Charter is nonexclusive and does not preclude the granting by the County or Cities of other charters to establish additional public corporations for purposes other than those set forth in this Charter.

**ARTICLE XVI
REGISTERED AGENT, CLAIMS AND SERVICES**

Section 1. Registered Agent.

The registered agent for the Authority is its Director/CEO. The identity of the agent and the address where he/she may be reached during normal business hours must be recorded with the County Auditor. A statement of the registered agent designation, executed by the Chairperson of the Governing Board shall be filed with the Secretary of State.

Section 2. Claims.

Claims made for the damages made under chapter 4.96 RCW shall be filed with the Director. The identity of the agent and the address where he/she may be reached during normal business hours must be recorded with the County Auditor.

Section 3. Service of Process.

Service of process under RCW 4.28.080 shall be by delivering a copy of the summons and complaint to the Director. The identity of the agent and the address where he/she may be reached during normal business hours must be recorded with the County Auditor.

Section 4. Filing.

Within thirty (30) days of receipt of the filings described in this Article the Authority shall file copies with the Clerk of the Board of County Commissioners.

**ARTICLE XVII
APPROVAL OF CHARTER**

The Charter shall be issued in duplicate originals, each bearing the signatures of a majority of the members of the Board of County Commissioners of Spokane County and attested by the Clerk of the Board of County Commissioners. One original shall be filed with the Clerk of the Board of County Commissioners; a duplicate original shall be provided to the Authority. The Authority shall commence its existence effective upon issuance of this Charter. Except as against the State or the County in a proceeding to cancel or revoke the Charter, delivery of a duplicate original Charter shall conclusively establish that the Authority has been established. A copy of the Charter, and any amendments thereto, shall be provided to the State Auditor.

This Charter was APPROVED by Resolution No. 23-_____ passed and adopted by the Board of County Commissioners of Spokane County, Washington of the ___ day of _____ 2023.

	SPOKANE COUNTY BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON
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MARY L. KUNEY, CHAIR

ATTEST:

JOSH KERNS, VICE-CHAIR

Ginna Vasquez, Clerk of the Board

AL FRENCH, COMMISSIONER

AMBER WALDREF, COMMISSIONER

CHRIS JORDAN, COMMISSIONER