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KING COUNTY

1200 King County Courthouse 516 Third Avenue Seattle, WA 98104

Signature Report

Ordinance 19338

	Proposed No. 2021-0186.2 Sponsors Balducci	
1	AN ORDINANCE relating to the structure of the	
2	communities of opportunity- best starts for kids advisory	
3	board; and amending Ordinance 18442, Section 1, and	
4	K.C.C. 2A.300.520.	
5	BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:	
6	SECTION 1. Ordinance 18442, Section 1, and K.C.C. 2A.300.520 is hereby	
7	amended to read as follows:	
8	A. The communities of opportunity-best starts for kids levy advisory board shall	
9	be the successor group to the communities of opportunity interim governance group and	
10	shall be structured as follows:	
11	1.a. The board shall consist of a minimum of fourteen members and a maximum	
12	of eighteen members, as determined by the board, except that the initial group size of the	
13	board, also between a minimum of fourteen and a maximum of eighteen members, shall	
14	be determined by the interim governance group;	
15	2.a. Members of the board shall possess specific context or content experience	
16	related to improving health and well-being outcomes in communities with the greatest	
17	need for improvement, and shall be committed to the communities of opportunity best	
18	starts for kids levy implementation plan, as adopted by the council by ordinance. The	
19	commitment shall include a commitment to the principles of equity and social justice	
20	articulated in the best starts for kids implementation plan as well as a commitment to	

21	evaluate and make potential decisions through the equity and social justice lens
22	articulated in the best starts for kids implementation plan. Members shall reflect the
23	diversity in King County and shall reflect a range of backgrounds, including living in or
24	working in affected communities, working in a community-based organization, nonprofit
25	agency, intermediary organization, business, or institution, and having experience in the
26	relevant subject matter areas of housing, health, social and community connection or
27	economic prosperity. Members shall recognize that strategies may vary for different
28	populations and in different locations of the county where there are inequitable health and
29	well-being outcomes.
30	b.(1) The board membership is constituted as follows:
31	(a) two members shall be appointed by the Seattle Foundation;
32	(b) one member shall be ((appointed as a representative of)) the county
33	executive ((by the county executive, and confirmed by the council by ordinance)) or
34	designee;
35	(c) one member shall be the ((appointed and confirmed as a representative
36	of the county council by the county council by ordinance)) chair of the county council or
37	designee;
38	(d) at least twenty percent of the advisory board members, or three,
39	whichever is greater, shall be community members who reflect demographic
40	characteristics of the communities that qualify for funding in accordance with
41	communities of opportunity funding guidelines, and who are grassroots organizers or
42	activists in those communities or who live in or have worked in those communities.
43	These members shall be recommended to the executive by the interim governance group,

44	in the case of the appointees to the	e initial board, and by the board thereafter;
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45	(e) at least two members of the board shall be members of the Communities
46	of Opportunity community-based partnerships representatives group. Recommendations
47	regarding appointments of persons to fill these positions shall be made to the executive
48	by the interim governance group, in the case of the initial appointees to the board, and by
49	the board thereafter. Recommendations to the executive regarding appointments of
50	persons to fill these positions and regarding lengths of terms of any of those potential
51	appointees shall be made after the community-based partnerships representatives group
52	has made its recommendations to the interim governance group, in the case of the initial
53	appointees to the board, and by the board thereafter;
54	(f) the interim governance group, in the case of the initial appointees, and
55	the board thereafter shall make recommendations to the executive regarding
56	appointments of the remaining board members; and
57	(g) the executive shall create an open application process that would enable
58	individuals interested in serving on the board to submit a letter of interest via the King
59	County website. The interim governance group, in the case of appointments to the first
60	board, and the board, for appointments thereafter, shall review and take into
61	consideration letters of interest received from individuals before making appointment
62	recommendations to the executive.
63	(2) In addition to considering the recommendations from the interim
64	governance group, in the case of appointments to the first board, and from the board, for
65	appointments thereafter, the executive shall consider appointment recommendations from
66	King County councilmembers of individuals who have applied for a board position

67	through the open application process described in subsection A.2.b.(1)(g) of this section
68	and who have been determined by the interim governance group or the board, as
69	appropriate, to meet the membership criteria for service on the board outlined in
70	subsection A.2.a. of this section. Members shall be appointed to the positions described
71	in subsection A.2.b.(1)(d), (e) and (f) of this section by the executive within thirty days of
72	receiving recommendations from the interim governance group for the initial board
73	appointees, or from the board for appointees after the initial board is convened, and the
74	council shall confirm appointments to these positions by motion.
75	3. A minimum of thirty percent of the members appointed to the initial board in
76	2017 shall be new members who have not served on the interim governance group;
77	4. The board shall be convened when the executive appoints all individuals who
78	would fill the board positions described in subsections A.2.b.(1)(d), (e) and (f) to serve on
79	the initial board, the number of which shall be determined by the interim governance
80	group pursuant to subsection A.1.a. of this section.
81	5. The two members appointed by the county and described in subsection
82	A.2.b.(1)(b) and (c) of this section and the two members appointed by the Seattle
83	Foundation shall each serve until replaced by a new appointee.
84	6. The community-based partnerships representatives on the board specified in
85	subsection A.2.b.(1)(e) of this section have terms of at least one year and no more than
86	three years. The community-based partnerships representatives group, comprised of one
87	individual from a funded entity participating in each of the funded community-based
88	partnership collectives for geographic or cultural community-based partnerships, shall
89	issue recommendations regarding the two or more potential appointees to fill the board

90 positions specified in subsection A.2.b.(1)(e) of this section and the term length of those91 potential appointees.

92 7. All other board members shall have three-year terms that may only be93 renewed one time:

8. The board shall either use a formal consensus process, in which a majority of
all appointed members must participate, and in which two or more members opposing a
decision together may block it; or the board shall select and use another voting system.
Meeting notes shall reflect all board decisions and the tally of members voting to accept
or block a decision; and

99 9. The board shall have an established conflict of interest policy, requiring 100 members to declare a conflict in advance of a board decision in which the members, their 101 partners or spouses have a potential financial, fiduciary or employment conflict of 102 interest, and to recuse themselves from that decision, and requiring members who 103 represent entities with current communities of opportunity funding for geographic or 104 cultural community-based partnership work to declare a conflict in advance and to recuse 105 themselves from board decisions related to those partnerships.

B.1. The duties of the board are to review and make simultaneous advisory recommendations to the executive and county council concerning the use of levy proceeds for the communities of opportunity element of the best starts for kids levy, consistent with the council adopted communities of opportunity section of the best starts for kids levy implementation plan, to make appointment recommendations to the executive as outlined in this section and to evaluate letters of interest of individuals wishing to serve on the board to determine whether they meet the membership criteria

113 under the requirements of this section.

114	2. The representative of the county council shall have the additional duty to seek
115	input from all councilmembers before each meeting of the board on items known by this
116	individual to be scheduled for discussion or decision at each board meeting.
117	C.1. Administrative support shall be provided to the board by the communities of
118	opportunity staff team in the department of community and human services and the
119	department of public health - Seattle & King County.
120	2. The support shall include the provision of all information and materials to the
121	county council representative that may be needed to seek meaningful input from
122	councilmembers on matters scheduled for discussion or decision at each board meeting at
123	least forty-eight business hours before a scheduled board meeting.
124	D. Notice of meetings of the board shall be posted on the county communities of
125	opportunity website and meetings of the board shall be open to the public to listen to and
126	observe. In addition, when the board is considering or acting on determining the size of
127	the board or making appointments to the board, it shall conduct its meetings in
128	compliance with the provisions of the Open Public Meetings Act of 1971, chapter 42.30

129 RCW.

130 E. This section expires December 31, 2021.

Ordinance 19338 was introduced on 5/4/2021 and passed as amended by the Metropolitan King County Council on 9/21/2021, by the following vote:

Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove, Mr. von Reichbauer and Mr. Zahilay

KING COUNTY COUNCIL KING COUNTY, WASHINGTON

DocuSigned by:

<u>(landia Balducci</u>

Claudia Balducci, Chair

ATTEST:

DocuSigned by Melani

Melani Pedroza, Clerk of the Council

APPROVED this _____ day of __10/4/2021 ____, ___

DocuSigned by: Son Constant

4FBCAB8196AE4C6... Dow Constantine, County Executive

Attachments: None

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Dow.Constantine@kingcounty.gov

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