

CHARTER

OF THE

COMMUNITY ROOTS HOUSING  
(RESTATED AS OF SEPTEMBER, 2021)

**TABLE OF CONTENTS**

	<b>Page</b>
ARTICLE I. PREAMBLE.....	- 1 -
ARTICLE I. NAME AND SEAL.....	- 1 -
ARTICLE II. AUTHORITY AND LIMIT ON LIABILITY.....	- 2 -
Section 1. Authority .....	- 2 -
Section 2. Limit on Liability.....	- 2 -
Section 3. Mandatory Disclaimer.....	- 2 -
Section 4. City Reserved Powers.....	- 2 -
ARTICLE III. DURATION.....	- 3 -
ARTICLE IV. PURPOSE .....	- 3 -
ARTICLE V. POWERS .....	- 3 -
ARTICLE VI. LIMITS .....	- 6 -
ARTICLE VII. PROGRAM STRUCTURE, BOARD AND OFFICERS.....	-7-
Section 1. Board Composition .....	- 7 -
Section 2. City Council Confirmation.....	- 8 -
Section 3. Powers of the Board.....	- 8 -
Section 4. Board Concurrence Defined .....	- 9 -
Section 5. Board Terms of Office, Meetings .....	- 9 -
Section 6. Executive and Other Committees .....	- 10 -
Section 7. Officers .....	- 10 -
Section 8. Removal of PDA Board Members by the City .....	- 10 -
ARTICLE VIII. ANNUAL PUBLIC MEETING .....	- 11 -
ARTICLE IX. ANNUAL REPORTING AND RECORDS REQUIREMENT .....	- 12 -
Section 1. Annual Reporting .....	- 12 -
Section 2. Establishment and Maintenance of Office and Records .....	- 12 -
Section 3. Public Records and Access.....	- 12 -
ARTICLE X. RULES AND REGULATION .....	- 12 -
ARTICLE XI. AMENDMENTS TO CHARTER AND RULES AND REGULATIONS.....	- 13 -
Section 1. Proposals to Amend Charter or Rules and Regulations.....	- 13 -
Section 2. Board Consideration of Proposed Amendments .....	- 13 -
Section 3. Vote Required for Amendments to Charter .....	- 13 -
Section 4. Vote Required for Amendments to Rules and Regulations .....	- 13 -
Section 5. Approval by Mayor.....	- 14 -
Section 6. Effective Date of Amendments to the Charter .....	- 14 -
Section 7. Effective Date of Amendments to the Rules and Regulations .....	- 14 -
ARTICLE XII. DISSOLUTION .....	- 14 -
Section 1. Dissolution.....	- 14 -
Section 2. Dissolution Statement.....	- 14 -
ARTICLE XIII. MISCELLANEOUS .....	- 15 -
Section 1. Geographic Limitation.....	- 15 -
Section 2. Bonding .....	- 15 -
Section 3. Safeguarding of Funds.....	- 15 -
Section 4. Insurance .....	- 15 -
Section 5. Code of Ethics .....	- 16 -
Section 6. Discrimination Prohibited.....	- 16 -
Section 7. Nonexclusive Charter .....	- 16 -

**CHARTER  
OF THE  
COMMUNITY ROOTS HOUSING  
(Restated as of \_\_\_\_\_, 2021)**

**PREAMBLE**

Community Roots Housing was established as a public corporation in 1976 through an application submitted by the Capitol Hill Community Council to the City of Seattle and was known as The Housing Improvement Program serving the Stevens Neighborhood. Its mission was to help home owners and other residents improve their homes and community. This mission was accomplished through a variety of services including financial lending at a time when traditional banks did not lend in the neighborhood due to racist red-lining practices. In 1984 the organization formally changed its name to Capitol Hill Housing Improvement Program and for many years was known by its acronym, CHHIP. In the mid 1980's CHHIP began acquiring and fixing up small multifamily apartment buildings to preserve affordability in a neighborhood that was beginning to face gentrification. From there the organization has acquired and rehabbed, as well as developed new, many more affordable apartment buildings throughout Seattle and beyond. Because the cost of housing in the Seattle metropolitan area is very high, affordability is challenging at lower, as well as middle income levels. Consequently, Community Roots Housing responds to the demand for affordable housing driven by this broad need. Community Roots Housing also serves as the community development agency for Capitol Hill working with individuals and organizations to maximize social and environmental resilience and equity. Beyond Capitol Hill, Community Roots Housing collaborates with other communities to meet shared goals of community development. Recognizing its strong roots in the Capitol Hill neighborhood, but with a growing real estate portfolio outside that neighborhood, the organization voted unanimously in 2020 to change its name to Community Roots Housing.

**ARTICLE I**

**NAME AND SEAL**

The name of this corporation shall be Community Roots Housing (hereinafter the "Program" or "PDA"). The corporation seal, as set forth below, shall be a circle with the name "Community Roots Housing" and the word "SEAL" inscribed therein.

(SEAL)

## ARTICLE II

### AUTHORITY AND LIMIT ON LIABILITY

#### Section 1. Authority.

Community Roots Housing is a public corporation organized pursuant to RCW 35.21.660, 35.21.670, and 35.21.730-755, and Seattle Municipal Code Ch. 3.110. As such, it is a political subdivision of the State with an area of operation focused on the City of Seattle.

#### Section 2. Limit on Liability.

All liabilities incurred by the Program shall be satisfied exclusively from the assets and properties of the Program and no creditor or other person shall have any right of action against the City of Seattle on account of any debts, obligations or liabilities of the Program.

#### Section 3. Mandatory Disclaimer.

The following disclaimer shall be posted in a prominent place where the public may readily see it in the Program's principal and other offices. It shall also be printed or stamped on all contracts, bonds, and other documents that may entail any debt or liability by the Program.

Community Roots Housing is organized pursuant to Seattle Municipal Code (SMC) 3.110 and RCW 35.21.660, 35.21.670, and 35.21.730-.755. 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 person shall have any right of action against the city, town, or county creating such corporation, commission or authority on account of any debts, obligations, or liabilities of such public corporation, commissions, or authority."

#### Section 4. City Reserved Powers.

Under Seattle Municipal Code Ch 3.110 and this Charter, the City retains certain rights and powers with respect to its public corporations, including the Program. Such powers include, without limitation, the nomination of some members of the board by the Mayor, the requirement that all nominees for board membership be confirmed by the City Council; intervention to correct certain deficiencies; imposition of a trusteeship under certain circumstances; dissolution of a public corporation; and removal and replacement of board members, as necessary and appropriate. The City also has certain responsibilities to oversee the affairs of its public corporation as required

under applicable State law. Under this charter, the Program has certain responsibilities to facilitate effective City oversight.

**ARTICLE III**

**DURATION**

The duration of the Program shall be perpetual.

**ARTICLE IV**

**PURPOSE**

The purpose of the Program shall be to preserve, develop, own and operate affordable multifamily housing, as well as cultural, social, and economic facilities and to provide programs and services to promote equity and resilience in communities and to perform other functions as the Board shall determine. The Program shall function within the current city limits of the City of Seattle. However, the Program may provide these services, activities and facilities outside of these boundaries with approval of the PDA Board of Directors (the "Board") in accordance with Article VII, Section 3 below.

**ARTICLE V**

**POWERS**

Subject to the limitations in Article VI and elsewhere in this Charter, the Program shall have and exercise all powers necessary or convenient to effect the purposes for which the Program is organized and to perform authorized Program functions, including, without limitation, the power to:

1. Own and sell real and personal property;
2. Contract and enter into partnership with individuals, associations and corporations, and with a state, the United States, and any subdivision or agency of either;
3. Sue and be sued in its name;
4. Lend and borrow money;
5. Do anything a natural person may do;
6. Perform all manner and type of community services and activities utilizing federal or private funds;
7. Administer and execute federal grants and programs;
8. Receive and administer federal funds;

9. Provide and implement such municipal services as the City Council and Mayor may by ordinance direct;

10. Transfer, with or without consideration, any funds, real or personal property, property interests, or services received from the Federal Government, private sources or, if otherwise legal, from a state or any of its political subdivisions or agencies;

11. Receive and administer private funds, goods or services for any lawful public purpose;

12. Purchase, lease, exchange, mortgage, encumber, improve, use or otherwise transfer or grant security interests in real or personal property or any interests therein; buy and contract on deferred terms; grant or acquire options on real and personal property; and contract regarding the income or receipts from real property;

13. Issue negotiable bonds and notes in conformity with Seattle Municipal Code 13.110.420 and applicable provisions of the Uniform Commercial Code and state law in such principal amounts, with such covenants, interest rates, maturities and options of redemption as, in the discretion of the Board, shall be necessary or appropriate to provide sufficient funds for achieving any Program purposes; or to secure financial assistance from the United States or other sources for the Program projects and activities;

14. Contract for, lease, and accept transfers, gifts or loans of funds or property from the United States, a state, and any political subdivision or agency of either, including property acquired by any such governmental unit through the exercise of its power of eminent domain, and from corporations, associations, individuals, or any other source, and to comply with the terms and conditions therefor;

15. Manage, on behalf of the United States, a state, and any political subdivision or agency of either, any property acquired by any such entity through gift, purchase, construction, lease, assignment, default or exercise of the power of eminent domain;

16. Recommend to appropriate governmental authorities public improvements and expenditures;

17. Recommend to the United States, a state, and any political subdivision or agency of either any property which if committed or transferred to the Program would materially advance the public purposes for which the Program is chartered;

18. Initiate, carry out, and complete such improvements of benefit to the public consistent with this Charter as the United States, a state, and any political subdivision or agency of either may request;

19. Recommend to the United States, a state, and any political subdivision or agency of either such tax, financing, and security measures as the Program may deem appropriate to maximize the public interest;
20. Lend its funds, property, credit or services for Program purposes, or act as a surety or guarantor for Program purposes;
21. Provide advisory, consultative, training, educational, and community services or advice to individuals, associations, corporations, or governmental agencies, with or without charge;
22. Control the use and disposition of Program property, assets, and credit;
23. Invest and reinvest its funds;
24. Fix and collect charges for services rendered or to be rendered, and establish the consideration for property transferred;
25. Preserve, develop, sponsor, lease, manage, construct, own or otherwise participate in housing projects intended to serve people whose incomes are between 0% and 60% of the area median income, as well as between 60% and 120% of the area median income;
26. Preserve, develop, sponsor, lease, manage, construct, own or otherwise participate in cultural, social, and economic facilities where such activity furthers the public purpose for which the Program is chartered;
27. Maintain books and records as appropriate for the conduct of its affairs and as may be required by the City pursuant to its grant and contractual agreements;
28. Conduct the affairs of the Program, carry on its operations, and use its property as allowed by law and consistent with Seattle Municipal Code Ch. 3.110, its Charter, and its Rules and Regulations; name the Program officials, designate agents, and engage employees, prescribing their duties, qualifications, and compensation; and secure the services of consultants for professional services, technical assistance, or advice;
29. Identify and recommend to the United States, a state, and political subdivision or agency of either, the acquisition by the appropriate governmental entity--for transfer to or use by the Program--of property and property rights which, if so acquired, whether through purchase or the exercise of eminent domain, and so transferred or used, would materially advance the purposes for which the Program is chartered; and
30. Exercise and enjoy such powers as may be authorized by law.

## ARTICLE VI

### LIMITS

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

1. All funds, assets or credit of the Program shall be applied toward or expended upon services, projects and activities authorized by this Charter. The Program shall not issue shares of stock, pay dividends, make private distribution of assets, make loans to its corporate officials, or engage in business for private gain. No part of the net earnings of the Program shall inure to the benefit of, or be distributable as such to, the Board members, officers of the Program or other private persons. However, the limitations of this Section 1 do not preclude the following Program transactions or activities, and the Program may:

a. Compensate the Program officials and others performing services for the Program a reasonable amount for services rendered, and reimburse reasonable expenses actually incurred in performing their duties;

b. Assist the Program officials as members of a general class of persons to be assisted by a Board-approved project or activity to the same extent as other members of the class as long as no special privilege or treatment accrues to such Program official by reason of his or her status or position in the Program;

c. Defend and indemnify any Program official (including employees), any former Program official, and their successors, against all costs, expenses, judgments, liabilities, including attorneys' fees, reasonably incurred or imposed upon them in connection with or resulting from any claim, action, or proceeding, civil or criminal, in which they are or may be made a party by reason of being or having been a Program official or by reason of any action alleged to have been taken or omitted by them as such official, provided that they were acting in good faith on behalf of the Program and within the scope of duties imposed or authorized by law. This power of indemnification shall not be exclusive of other rights to which Program officials may be entitled as a matter of law.

d. Sell assets for a consideration greater than their reasonable market value or acquisition costs, charge more for service than the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as such gain is applied to or expended upon services, projects, and activities as aforesaid.



e. Purchase insurance to protect and hold personally harmless any of its officials (including its employees and agents) 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 Program 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 Board, and such insurance shall not be considered to be compensation to the insured individuals. The powers conferred by this subsection shall not be exclusive of any other powers conferred by law to purchase liability insurance.

2. No funds, assets, or property of the Program 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 substantial part of the activities of the Program be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, or the legislature of this State or the City Council; provided, however, that members and officials of the Program may respond to requests by contacting members of Congress, State legislators or City Council members for information and may appear before any such legislative body in connection with funding and other matters directly affecting the Program or its ability to carry out the purposes for which it is chartered.

3. The Program shall have no power of eminent domain nor any power to levy taxes of special assessments.

4. The Program may not incur or create any liability that permits recourse by any contracting party or member of the public to any assets, services, resources or credit of the City of Seattle.

## **ARTICLE VII**

### **PROGRAM STRUCTURE; BOARD AND OFFICERS**

#### **Section 1. Board Composition.**

The governance of all Program affairs shall reside in the Board, and may also be exercised through the Executive Committee as provided in the Rules and Regulations. The Board shall be composed of no fewer than eleven (11) members and no more than fifteen (15) members selected as follows:

1. Three (3) members shall be nominated by the Mayor.
2. The remaining Board members shall be nominated by a majority vote of the Board.

A majority of Board members must work in, be residents of or own property in the City of Seattle. At least one member of the Board must be a current residential tenant of a Program apartment building. Additional qualifications for Board members may be set forth in the Rules and Regulations.

Section 2.            City Council Confirmation.

The names of members nominated under this Article shall be promptly submitted to the City Council for confirmation. Any such person whose name and supporting documentation has been submitted to the City Council shall, unless and until their name has been rejected by the City Council, have full powers and responsibilities of a confirmed Board member. No such person shall have or purport to have such powers and responsibilities until their name and all supporting documentation required by the City Council have been submitted to the City Council for confirmation.

Section 3.            Powers of the Board.

1.        Concurrence Required. Prior authorization or concurrence of the Board by resolution shall be necessary for any of the following transactions:

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

b.        The contracting of debts, issuance of notes, debentures or bonds, and the mortgaging or pledging of corporate assets to secure the same.

c.        The donation of money, property or other assets belonging to the Program.

d.        An action by the program as a surety or guarantor.

e.        All transactions in which: (1) the consideration exchanged or received by the Program exceeds ten thousand dollars (\$10,000); (ii) the performance by the Program shall extend over a period of one (1) year from the date of execution of an agreement therefor; or (iii) the Program assumes duties to the City, the State, the United States or other governmental entity.

f.        Any project or activity located outside the limits of the City of Seattle, provided the governing body of the jurisdiction in which such project or activity is located must also, by agreement with the City, consent thereto.

g. Adoption of an annual budget and a separate capital budget, when annual capital expenditures are expected to exceed one hundred thousand dollars (\$100,000).

h. Certification of annual reports and statements to be filed with the City Clerk as true and correct in the opinion of the Board, except as noted.

i. Proposed amendments to the Charter and to the Rules and Regulations.

j. Such other transactions, duties and responsibilities as the Charter or Rules and Regulations shall have reposed in the Board or which require Board participation by resolution.

2. Board Review. At least quarterly, the Board shall review monthly statements of income and expenses which compare budgeted expenditures to actual expenditures. When the operating budget is in excess of one million dollars (\$1,000,000), the Board shall also review on a quarterly basis balance sheets for the previous three (3) months. The Board shall review all such information at regular meetings, the minutes of which shall specifically note such reviews, and include such information.

Section 4. Board Concurrence Defined.

“Board concurrence,” as used in this Article, may be obtained at any regular or special meeting by an affirmative vote of a majority of the Board members voting on the issue, also representing at least one-third (1/3) of the total voting membership of the Board.

Section 5. Board Terms of Office, Meetings.

1. Terms of Office of Board Members. The terms of Board members shall be three (3) years (or such lesser or greater time as described in the resolution electing a Board member) and shall be staggered in order to promote both continuity and new perspectives on the Board. Any Board member may resign or be removed and a resulting vacancy filled by a nominee of either the Board or the Mayor, as applicable, in accordance with the Rules and Regulations.

2. Meetings. The Board shall hold regular meetings at least once each month. Special meetings of the Board may be called as provided in the Rules and Regulations in a manner consistent with the requirements of the Open Public Meetings Act, RCW Ch. 42.30. All Board meetings, including committee meetings, shall be open to the public as required under RCW Ch. 42.30. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence.

Section 6. Executive and Other Committees.

The Rules and Regulations may provide for the establishment of an Executive Committee and other committees of the Board, with such duties and powers as may be specified in the Rules and Regulations.

Section 7. Officers.

1. Composition. There shall be at least four (4) officers of the Program. The same person shall not occupy more than one (1) office at the same time. The officers shall be:

- a. Chair;
- b. Vice Chair;
- c. Secretary; and
- d. Treasurer.

The immediate past Chair may continue to serve as an officer, as provided in the Rules and Regulations. Any additional officers, as well as the qualifications thereof, of the Program shall be provided for in the Rules and Regulations.

2. Election; Terms. All officers shall be elected by the Board from among its own members and shall serve for a term not to exceed two (2) years.

3. Duties. The Chair, Vice Chair, Secretary and Treasurer shall have such duties as are incident to their offices, as further described in the Rules and Regulations.

4. Officer Removal, Resignation and Vacancy. Any officer may be removed, may resign and will be replaced by the Board as described in the Rules and Regulations.

5. Each of the Chair and Executive Director may initiate legal process and each shall be an agent of the Program for service of process.

6. Those officers authorized by the Board to sign checks, thereby withdrawing funds from the Program bank account, shall file fidelity bonds below .as provided in Article XII, Section 2

Section 8. Removal of PDA Board Members by the City.

In addition to Intervention and Trusteeship, as provided in Seattle Municipal Code 3.110.440 and 3.110.450, respectively, if it is determined for any reason that any or all of the PDA Board members should be removed from office, after a full public hearing, and after selection of appropriate replacements by the Mayor and City Council

pursuant to this section, the Mayor and City Council may by ordinance remove any or all voting PDA Board members from office. The term of any PDA Board member removed pursuant to this section shall expire when the member receives a copy of the ordinance removing him or her from office and a letter signed by the Mayor advising him or her that he or she has been removed pursuant to this section. Any person appointed to the PDA Board pursuant to this section shall be nominated by the Mayor and confirmed by the City Council in the same way other persons appointed to positions requiring City Council approval are nominated and confirmed. The term of any person nominated and confirmed pursuant to this section shall begin at the expiration of the term of the person being replaced and shall continue until the regular expiration of the term of the position being filled.

## **ARTICLE VIII**

### **ANNUAL PUBLIC MEETING**

A meeting shall be held each year (the "Annual Meeting") for the purposes of reporting on Program activities to and receiving comments from members of the public. The Program report shall cover pending Program activities and significant accomplishments occurring in the prior year. In addition, at each Annual Meeting, the Program shall present the Annual Budget for the current fiscal year and an annual statement for the previous year's fiscal affairs.

The Annual Meeting shall be held at a location and time determined by the Board to facilitate public attendance at such event. The Chair of the Board will preside over all Annual Meetings. Notice of the Annual Meeting providing the meeting location, date and time shall be posted on the Program website and to the Program blog and other widely circulated media then in use within the communities we serve at least thirty (30) days prior to the meeting date and included in any periodic publications of the Program such as newsletters. In addition, a copy of the meeting notice shall be posted at a prominent place in the Program's offices and shall be sent by electronic mail to those individuals and businesses who have expressed an interest in the Program by furnishing an e-mail address to the Program.

The Annual Meeting shall be open to the public and shall comply in all respects with the Open Public Meetings Law.

## ARTICLE IX

### ANNUAL REPORTING AND RECORDS REQUIREMENTS

#### Section 1. Annual Reporting.

The Program shall report to the public at the Annual Meeting as described in this Charter and shall annually file with the City documents as described in Article 5 of the Rules and Regulations.

#### Section 2. Establishment and Maintenance of Office and Records.

The Program shall:

1. Maintain its principal office within the limits of the City;
2. File and maintain with the City Clerk a current listing of all Program officials, their positions, and their business and home addresses; the address of the principal office and all other offices used by the Program, and a current set of Program Rules and Regulations; and
3. Maintain all Program records in a manner consistent with the Preservation and Destruction of Public Records Act, RCW Chapter 40.14.

#### Section 3. Public Records and Access.

Copies of all minutes of all regular or special meetings of the Board and a copy of the annual report described in Article 5 of the Rules and Regulations shall be available to the general public upon request. The public shall have full access to records and information of the Program consistent with the State Public Records Act (RCW Ch. 42.56) and other applicable state law and City ordinance.

## ARTICLE X

### RULES AND REGULATIONS

The PDA Board shall adopt Rules and Regulations to provide such rules for governing the Program and its activities as are not inconsistent with this Charter, including rules for those matters set forth in Seattle Municipal Code 3.110.140B not provided for in this Charter. The adoption of the Rules and Regulations, and any amendments thereto, shall require an affirmative vote of a majority of those members of the PDA Board who are entitled to vote.

## ARTICLE XI

### AMENDMENTS TO CHARTER AND RULES AND REGULATIONS

#### Section 1. Proposals to Amend Charter or Rules and Regulations.

1. Proposals to amend the Charter or Rules and Regulations shall be presented in a format which strikes over material to be deleted and underlines new material.

2. Any Board member may introduce an amendment to the Charter or to the Rules and Regulations (which may consist of new Rules and Regulations) at any regular meeting, or at any special meeting of which thirty (30) days' advance notice has been given.

#### Section 2. Board Consideration of Proposed Amendments.

If notice of a proposed amendment to the Charter or to the Rules and Regulations, and information, including the text of the proposed amendment and a statement of its purpose and effect, is provided to members of the Board fifteen (15) days prior to any regular Board meeting (or any special meeting of which thirty (30) days' advance notice has been given), then the Board may vote on the proposed amendment at the same meeting as the one at which the amendment is introduced. If such notice and information is not so provided, the Board may not vote on the proposed amendment until the next regular Board meeting or special meeting of which thirty (30) days' advance notice has been given, provided that such notice and information is provided to Board members at least fifteen (15) days prior to such meeting. Germane revisions to the proposed amendment within the scope of the original amendment will be permitted at the meeting at which the vote is taken.

#### Section 3. Vote Required for Amendments to Charter.

Resolutions of the Board approving amendments to the Charter require an affirmative vote of two-thirds (2/3) of the Board members present to vote on the issue, also representing at least a majority of the total voting membership of the Board.

#### Section 4. Vote Required for Amendments to Rules and Regulations.

The Rules and Regulations of the Program may be amended or repealed by an affirmative vote of a majority of the total voting membership of the Board.

Section 5.        Approval by Mayor.

After adoption of a proposed amendment to the Charter as set forth herein, the proposed amendment shall be filed in duplicate with the City Clerk. The Mayor may approve or disapprove the proposed amendment.

If the Mayor approves the proposed Charter amendment, they shall cause to be issued duplicate originals of the revised Charter, each signed by the Mayor and bearing the City Seal attested by the City Clerk. One original shall be retained by the City Clerk as a public record, and the other shall be delivered to the Program.

Section 6.        Effective Date of Amendments to the Charter.

Amendments to the Charter proposed by the Program shall take effect and become part of the Charter upon the filing of the Mayor's approval with the City Clerk.

Section 7.        Effective Date of Amendments to the Rules and Regulations.

Amendments to the Rules and Regulations shall take effect ten (10) days after filing of the same with the City Clerk, unless such amendment(s) were passed by unanimous vote of the Board and an earlier effective date was set.

**ARTICLE XII**

**DISSOLUTION**

Section 1.        Dissolution.

Dissolution of the Program shall be in the form and manner required by law, City ordinance, and the Rules and Regulations. Upon dissolution of the Program and the winding up of its affairs, all of the rights, assets and property of the Program shall pass to and be distributed according to the terms of any applicable Grant Agreements or covenants with the Federal Government, or agreements with donors, or other parties made at the time of acquisition, or to a qualified entity specified in Seattle Municipal Code 3.110.490.

Section 2.        Dissolution Statement.

Upon enactment of resolution by the City Council for dissolution of the Program or by the Program for its own dissolution other than for purposes of merger or reorganization in a plan approved by the Mayor, the Program shall file a dissolution statement signed by its Chair and its chief executive officer setting forth;

1.        The name and principal office of the Program.



2. The debts, obligations, and liabilities of the Program, and the property and assets available to satisfy the same; the provisions to be made for satisfaction of outstanding liabilities and performance of executory contracts; and the estimated time for completion of its dissolution.
3. Any pending litigation or contingent liabilities.
4. The Board resolution providing for such dissolution and the date(s) and proceedings leading toward its adoption, whenever dissolution be voluntary.
5. A list of persons to be notified upon completion of dissolution.

### **ARTICLE XIII**

#### **MISCELLANEOUS**

**Section 1.**        **Geographic Limitation.**

The Program may conduct activities outside the City of Seattle upon prior authorization or concurrence of the Board as described in Article VII, Section 3.

**Section 2.**        **Bonding.**

The Treasurer of the Program, and any other officials responsible for Program accounts and finances (including check signing authority), shall file with the Program fidelity bonds in an amount determined adequate and appropriate by the Board (which bond may be a fidelity bond provided by the Program that covers such official). Such officials may hold such positions only as long as such bonds continue in effect. The Program shall notify the Mayor in its annual report of the officials responsible for Program funds, accounts and finances, the names of such officials and the amounts of the bonds prescribed for them, and confirm that such bonds are currently in effect.

**Section 3.**        **Safeguarding of Funds.**

Program funds shall be deposited in a depository acceptable to the Mayor and be otherwise safeguarded pursuant to such instructions as the Mayor may from time to time issue.

**Section 4.**        **Insurance.**

The Program shall maintain in full force and effect public liability insurance in an amount specified by the Mayor 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 Program, naming the City as an additional insured.

Section 5.            Code of Ethics.

No current Program official or employee shall engage in conduct prohibited under Seattle Municipal Code 3.110.560. Uncompensated officials and employees and designated compensated employees shall annually by April 15 file statements of economic interest as required under Seattle Municipal Code 3.110.570. The Board shall enforce the provisions of Seattle Municipal Code 3.110.580. Additionally, all final Board determinations under Seattle Municipal Code 3.110.580 shall be provided to the City Board of Ethics for its information. The City Board of Ethics, in its discretion, may comment on any determination and provide its comments to the Board.

Section 6.            Discrimination Prohibited.

1.            As provided in Seattle Municipal Code 3.110.260, Board membership may not directly or indirectly be based upon or limited by age, race, color, religion, sex, national origin, marital status, parental status, sexual orientation, gender identity, political ideology, creed, ancestry or the presence of any sensory, mental or physical disability. The Board shall take steps to assure equality of employment opportunity as provided in the code.

2.            Community Roots Housing stands committed to equity and diversity in our Board, staff and work and will take what action necessary, within the parameters of the aforementioned clause, to ensure that the governing body that oversees its work will be representative of the communities and residents we serve.

3.            Program use of funds provided to it by the City after January 1, 1985, shall be subject to the requirements of Seattle Municipal Code Ch. 20.42.050 (Women's and Minority Business Utilization) OR Ch. 20.42 (Equality in Contracting) except as otherwise provided by law.

Section 7.            Nonexclusive Charter.

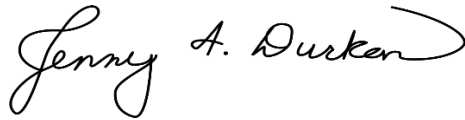
This Charter is nonexclusive and does not preclude the granting by the City of other charters to establish additional public corporations.

-----

This Charter is a complete restatement of the prior Charter of the Program originally issued May 20, 1976, and amended on May 23, 1977 and December 4, 1984, together with additional amendments approved by the Mayor as of June 30, 1994, December 10, 2003, and April 25, 2011.

Restated Charter approved by me this 7 day of September, 2021.

**CITY OF SEATTLE**



By: \_\_\_\_\_  
Jenny Durkan, Mayor

Attest:   
Monica Martinez Simmons, City Clerk