



Memorandum of Agreement

Between

The King County Regional Homelessness Authority

And

The Washington State Lived Experience Coalition, Seattle-King County Chapter, and Building Changes, its fiscal sponsor.

I. Parties

This Memorandum of Agreement (MOA) is made and entered into by and between the King County Regional Homelessness Authority (KCRHA) the Washington State Lived Experience Coalition, Seattle-King County Chapter (LEC), and the LEC's fiscal sponsor Building Changes. When executed by all Signatory Parties, the MOA shall become effective as of the last signature date.

II. Background

On December 18, 2019, the King County Council and Seattle City Council each passed legislation creating the KCRHA. The agency's purpose is to build and implement a regional approach that consolidates and aligns services for individuals experiencing homelessness or who are at imminent risk of experiencing homelessness. KCRHA's mission is to significantly decrease the incidence of homelessness throughout King County, using racial equity and social justice principles that center people with lived experience. In recognition of the need to center lived experience and the perspective of those working on the front lines of the homeless response system, the KCRHA's governing legislation requires KCRHA to create an Office of the Ombuds to promote public confidence in the agency's ability to serve people experiencing homelessness effectively, efficiently, and equitably.

The establishment of the Ombuds Office directly resulted from the advocacy efforts of the LEC, an independent coalition representing a diverse group of people who are currently or have formerly experienced homelessness. The LEC works collectively to drive systems change, shift power, and advance transformative approaches to justice through a race and social justice lens. The LEC has partnered with the KCRHA to design the Ombuds Office and keep it accountable to centering people with lived experience. In recognition that the Office of Ombuds is required to serve a broad constituency that includes providers, employees, and other contractors, the LEC wants to ensure that the voices and concerns of those with lived experience continue to be a priority in alignment with the agency's theory of change. To that end, the LEC and KCRHA have partnered in establishing a joint ombuds office to ensure all KCRHA's constituents, especially those with lived experience and participants in the homeless response system, contribute meaningfully to holding KCRHA and all system partners accountable for addressing issues raised by the community and maintaining its commitment to continuous system improvement.



III. Purpose

The purpose of this agreement is to establish the parameters of an ombuds office jointly staffed by the KCRHA and the LEC.

IV. Roles and Responsibilities

a. The KCRHA will

- i. Co-house the Office of the Ombuds with the Lived Experience Coalition.
- ii. Employ Chief Ombuds and KCRHA Ombuds staff.
- iii. Contract with the LEC for the services of two LEC staff members to perform the Ombud's duties.
- iv. Amend KCRHA's contract with LEC (Building Changes is the fiscal agent for LEC) to include a lump sum (of a prorated amount, if necessary) that must be used exclusively to pay for the salary and overhead costs of the two LEC Ombuds.
- v. Provide LEC Ombuds with KCRHA laptops and other technical support.
- vi. Provide LEC Ombuds with a KCRHA Office Badge and access to KCRHA Office Space

b. The LEC will

- i. Select and appoint the Chief Ombuds position, in collaboration with the KCRHA.
- ii. Work with the Chief Ombuds to develop the structure of the Ombud's Office.
- iii. Work with the Chief Ombuds to identify two candidates that will be employed by the LEC's fiscal sponsor.
- iv. Oversee the administrative tasks of compensating LEC employee Ombuds for services rendered, including developing a clear timekeeping process that accounts for the LEC Ombuds' time.
- v. Be responsible for equipping the LEC Ombuds with access to equitable benefits, resources, and tools comparable to KCRHA Ombuds staff
- vi. Agree that the LEC Ombuds are not employees of the KCRHA for the purposes of health and retirement benefits, and most importantly, to ensure that the Ombuds Office has joint accountability to ensure a mechanism of accountability for all partners.

c. Both the LEC and KCRHA will



- i. Establish and co-house the Office of the Ombuds
- ii. Collaborate on an interview and selection process for Ombuds staff.
- iii. Sign and comply with the Ombuds Charter.
- iv. Agree that all Ombuds staff, including the LEC Ombuds,
 1. Are overseen and managed by the Chief Ombudsperson.
 2. LEC Ombuds are LEC staff and will be required to engage in LEC staff, leadership, and general coalition meetings.
 3. Comply with KCRHA employment policies, including conflict of interest, hours of work, paid time off, reporting, public disclosure, media engagement, and confidentiality policies. For LEC Ombuds staff, KCRHA public disclosure and confidentiality policies must always take precedence, but LEC employment policies, values, and code of conduct take precedence where other KCRHA and LEC employment policies may differ.
- v. Agree that the Chief Ombudsperson
 1. Report[s] directly and independently to the Implementation Board on [feedback] trends [from people living homeless, employees, providers], and [other system] activities undertaken in response to that feedback no less than twice per year.¹
 2. Partner[s] with [KCRHA] leadership, the Implementation Board, employees, [people living homeless, the Lived Experience Coalition, and providers] to design and recommend improvements in services, funding, or oversight.²

V. Annual Review

The Chief Ombuds, in collaboration with KCRHA and LEC, shall review annually the effectiveness of the joint staffing structure in promoting public confidence in the KCRHA and the LEC Ombuds' staff compensation to ensure equitable compensation

¹ Interlocal Agreement for the Establishment of the King County Regional Homelessness Authority Between King County and the City of Seattle Pursuant to RCW 39.34.030. (https://kcrha.org/wp-content/uploads/2022/05/KCRHA_-_ILA.pdf) (last visited July 14, 2022).

The Office of the Ombuds shall report directly and independently to the Implementation Board on trends in Customer and employee feedback and activities undertaken in response to that feedback no less than twice per year.

² *Id* at 30.

[The Office of the Ombuds shall], be authorized to investigate complaints and issue findings, collect and analyze aggregate complaints data, and partner with Authority leadership, the Implementation Board, employees and Customers to design and recommend improvements in services, and funding or oversight.



KCRHA

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among the staff of the Ombuds office. As necessary, the LEC and KCRHA agree to work together to revise the joint staffing structure and compensation.

VI. Modification

The MOA may be amended by the written request of a Signatory Party. Proposed changes must be in writing and signed by all parties for any amendment to become effective.

VII. Duration of Agreement

This MOA will commence when fully executed by the Signatory Parties and will automatically renew for consecutive periods of one year, contingent on the findings of the annual review described in Section V. Approximately two months before expiration, all parties agree to discuss the termination or renewal of this MOA, based on the continuing value of the agreement to both parties. The MOA may be terminated upon mutual agreement in writing of all the parties.

VIII. Signatory Parties

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8/18/2022

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Marc Dones, Chief Executive Officer,
King County Regional Homelessness Authority

DocuSigned by:

8/8/2022

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Dr. LaMont Green, Executive Director,
Lived Experience Coalition

DocuSigned by:

8/18/2022

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Daniel Zavala, Executive Director,
Building Changes, as fiscal sponsor for the Lived Experience Coalition