



# CITY OF SEATTLE

## City Council

### Agenda

#### Public Hearing

Tuesday, August 6, 2024

2:00 PM

Council Chamber, City Hall  
600 4th Avenue  
Seattle, WA 98104

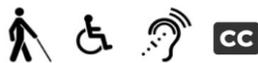
Sara Nelson, Council President  
Joy Hollingsworth, Member  
Robert Kettle, Member  
Cathy Moore, Member  
Tammy J. Morales, Member  
Maritza Rivera, Member  
Rob Saka, Member  
Dan Strauss, Member  
Tanya Woo, Member

Chair Info: 206-684-8809; [Sara.Nelson@seattle.gov](mailto:Sara.Nelson@seattle.gov)

[Watch Council Meetings Live](#) [View Past Council Meetings](#)

Council Chamber Listen Line: 206-684-8566

The City of Seattle encourages everyone to participate in its programs and activities. For disability accommodations, materials in alternate formats, accessibility information, or language interpretation or translation needs, please contact the Office of the City Clerk at 206-684-8888 (TTY Relay 7-1-1), [CityClerk@Seattle.gov](mailto:CityClerk@Seattle.gov), or visit <https://seattle.gov/cityclerk/accommodations> at your earliest opportunity. Providing at least 72-hour notice will help ensure availability; sign language interpreting requests may take longer.



**CITY OF SEATTLE**  
**City Council**  
**Agenda**  
**Public Hearing**  
**August 6, 2024 - 2:00 PM**

**Meeting Location:**

Council Chamber, City Hall, 600 4th Avenue, Seattle, WA 98104

**Committee Website:**

<http://www.seattle.gov/council>

---

Members of the public may register for remote or in-person Public Comment to address the Council. Details on how to provide Public Comment are listed below:

Remote Public Comment - Register online to speak during the Public Comment period at

<https://www.seattle.gov/council/committees/public-comment>

Online registration to speak will begin one hour before the meeting start time, and registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

In-Person Public Comment - Register to speak on the Public Comment sign-up sheet located inside Council Chambers at least 15 minutes prior to the meeting start time. Registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

Please submit written comments to all Councilmembers prior to 10 a.m. on the meeting day at [Council@seattle.gov](mailto:Council@seattle.gov) or at Seattle City Hall, Attn: Council Public Comment, 600 4th Ave., Floor 2, Seattle, WA 98104.

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. PRESENTATIONS**

**D. PUBLIC COMMENT**

*Members of the public may sign up to address the Council for up to 2 minutes on matters on this agenda; total time allotted to public comment at this meeting is 20 minutes.*

**E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:**

*Introduction and referral to Council committees of Council Bills (CB), Resolutions (Res), Appointments (Appt), and Clerk Files (CF) for committee recommendation.*

[IRC 448](#)

August 6, 2024

**Attachments:** [Introduction and Referral Calendar](#)

**F. APPROVAL OF THE AGENDA****G. APPROVAL OF CONSENT CALENDAR**

*The Consent Calendar consists of routine items. A Councilmember may request that an item be removed from the Consent Calendar and placed on the regular agenda.*

**Journal:**

1. [Min 484](#) July 30, 2024

**Attachments:** [Minutes](#)

**Bills:**

2. [CB 120829](#) AN ORDINANCE appropriating money to pay certain claims for the week of July 22, 2024 through July 26, 2024 and ordering the payment thereof; and ratifying and confirming certain prior acts.

**Supporting**

**Documents:** [Summary and Fiscal Note](#)

**Resolutions:**

3. [Res 32141](#) A RESOLUTION of intention to modify the boundaries of the West Seattle Junction Parking and Business Improvement Area and fix a date and place for a hearing thereon.

**Attachments:** [Ex A – Proposed West Seattle BIA Boundaries 20;](#)  
[Ex B – Current West Seattle BIA Boundaries](#)

**Supporting Documents:** [Summary and Fiscal Note](#)

4. [Res 32143](#) A RESOLUTION setting the public hearing on the petition of BRE-BMR 6TH LLC for the vacation of the alley lying within Block 67, D.T. Denny’s Park Addition to North Seattle in the block bounded by Thomas Street, Sixth Avenue North, John Street, and Taylor Avenue North, in Uptown Urban Center of Seattle, according to Chapter 35.79 of the Revised Code of Washington, Chapter 15.62 of the Seattle Municipal Code, and Clerk File 314497.

**Supporting Documents:** [Summary and Fiscal Note](#)  
[Summary Att A – Map](#)

## H. COMMITTEE REPORTS

Discussion and vote on Council Bills (CB), Resolutions (Res), Appointments (Appt), and Clerk Files (CF).

### CITY COUNCIL:

1. [CF 314533](#) Report of the City Clerk on the Certificate of Sufficiency for Initiative Measure No. 137, regarding an act to levy an excess compensation payroll tax to fund the Seattle Social Housing Developer.

**Attachments:** [Report of the City Clerk](#)  
[Att 1 - Certificate of Sufficiency](#)  
[Att 2 - Petition \(CF 322950\)](#)

2. [Res 32142](#) A RESOLUTION regarding Initiative 137 concerning a payroll expense tax to fund the Social Housing Developer; authorizing the City Clerk and the Executive Director of the Ethics and Elections Commission to take those actions necessary to enable the proposed Initiative Measure to appear on the November 5, 2024, ballot and the local voters' pamphlet; requesting the King County Elections Director to place the proposed Initiative Measure on the November 5, 2024, ballot; and providing for the publication of such proposed Initiative Measure.

**Attachments:** [Att A - City of Seattle Initiative Measure No. 137](#)

**Supporting Documents:** [Summary and Fiscal Note](#)

3. [CB 120808](#) AN ORDINANCE relating to floodplains; seventh extension of interim regulations established by Ordinance 126113, and as amended by Ordinance 126536, for an additional six months, to allow individuals to rely on updated National Flood Insurance Rate Maps to obtain flood insurance through the Federal Emergency Management Agency's Flood Insurance Program.

**Supporting Documents:** [Summary and Fiscal Note](#)  
[Public Hearing Notice](#)

Public Hearing and Possible Vote

**PUBLIC SAFETY COMMITTEE:**

4. [CB 120825](#) AN ORDINANCE relating to jail services; authorizing the Mayor to execute an Interlocal Agreement with South Correctional Entity for the provision of jail services; and ratifying and confirming certain prior acts.

**The Committee recommends that City Council pass the Council Bill (CB).**

**In Favor: 4 - Kettle, Saka, Moore, Nelson**

**Opposed: None**

**Abstain: 1 - Hollingsworth**

**Attachments:** [Att 1 - Interlocal Agreement for Inmate Housing Between South Correctional Entity and The City of Seattle](#)

**Supporting Documents:** [Summary and Fiscal Note](#)  
[Amendment A](#)

**I. ITEMS REMOVED FROM CONSENT CALENDAR**

**J. ADOPTION OF OTHER RESOLUTIONS**

**K. OTHER BUSINESS**

**L. ADJOURNMENT**



Legislation Text

---

**File #: IRC 448, Version: 1**

---

August 6, 2024



## Introduction and Referral Calendar

List of proposed Council Bills (CB), Resolutions (Res), Appointments (Appt) and Clerk Files (CF) to be introduced and referred to a City Council committee

Record No.	Title	Committee Referral
<b><u>By: Strauss</u></b>		
1. <a href="#">CB 120829</a>	AN ORDINANCE appropriating money to pay certain claims for the week of July 22, 2024 through July 26, 2024 and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<b><u>By: Nelson</u></b>		
2. <a href="#">Res 32141</a>	A RESOLUTION of intention to modify the boundaries of the West Seattle Junction Parking and Business Improvement Area and fix a date and place for a hearing thereon.	City Council
<b><u>By: No Sponsor Required</u></b>		
3. <a href="#">Res 32142</a>	A RESOLUTION regarding Initiative 137 concerning a payroll expense tax to fund the Social Housing Developer; authorizing the City Clerk and the Executive Director of the Ethics and Elections Commission to take those actions necessary to enable the proposed Initiative Measure to appear on the November 5, 2024, ballot and the local voters' pamphlet; requesting the King County Elections Director to place the proposed Initiative Measure on the November 5, 2024, ballot; and providing for the publication of such proposed Initiative Measure.	City Council
<b><u>By: Saka</u></b>		
4. <a href="#">Res 32143</a>	A RESOLUTION setting the public hearing on the petition of BRE-BMR 6TH LLC for the vacation of the alley lying within Block 67, D.T. Denny's Park Addition to North Seattle in the block bounded by Thomas Street, Sixth Avenue North, John Street, and Taylor Avenue North, in Uptown Urban Center of Seattle, according to Chapter 35.79 of the Revised Code of Washington, Chapter 15.62 of the Seattle Municipal Code, and Clerk File 314497.	City Council
<b><u>By: No Sponsor Required</u></b>		
5. <a href="#">CF 314533</a>	Report of the City Clerk on the Certificate of Sufficiency for Initiative Measure No. 137, regarding an act to levy an excess compensation payroll tax to fund the Seattle Social Housing Developer.	City Council

**By: Nelson**

6. [CB 120831](#) AN ORDINANCE relating to the West Seattle Junction Parking and Business Improvement Area; modifying the boundaries; and amending Ordinance 113326, as previously amended by Ordinances 119539, 120570, 121758, 124528, and 125152.
- Governance, Accountability, and Economic Development Committee

**By: Nelson**

7. [Appt 02930](#) Appointment of Mina Hashemi as Director of the Office of Intergovernmental Relations.
- Governance, Accountability, and Economic Development Committee

**By: Nelson**

8. [Appt 02932](#) Appointment of Shaina Foley as member, Seattle Music Commission, for a term to August 31, 2027.
- Governance, Accountability, and Economic Development Committee

**By: Nelson**

9. [Appt 02933](#) Appointment of Christina Frappia as member, Seattle Music Commission, for a term to August 31, 2027.
- Governance, Accountability, and Economic Development Committee

**By: Nelson**

10. [Appt 02934](#) Appointment of Olivia D. Hamilton as member, Seattle Music Commission, for a term to August 31, 2027.
- Governance, Accountability, and Economic Development Committee

**By: Nelson**

11. [Appt 02935](#) Appointment of Jordan Leonard as member, Seattle Music Commission, for a term to August 31, 2027.
- Governance, Accountability, and Economic Development Committee

**By: Nelson**

12. [Appt 02936](#) Reappointment of Adra D. D. Boo as member, Seattle Music Commission, for a term to August 31, 2027.
- Governance, Accountability, and Economic Development Committee

**By: Nelson**

13. [Appt 02937](#) Reappointment of Keola Kama as member, Seattle Music Commission, for a term to August 31, 2027. Governance, Accountability, and Economic Development Committee

**By: Nelson**

14. [Appt 02938](#) Reappointment of Bunnie Marie Moore as member, Seattle Music Commission, for a term to August 31, 2027. Governance, Accountability, and Economic Development Committee

**By: Morales**

15. [CB 120832](#) AN ORDINANCE relating to Seattle's construction codes; adopting the Seattle Boiler Code, Building Code, Electrical Code, Energy Code, Existing Building Code, Fuel Gas Code, Mechanical Code, Plumbing Code, and Residential Code and chapters of the Washington Administrative Code by reference, amending certain chapters of those codes, and adopting new chapters for those codes; amending Sections 3.06.030, 5.73.020, 11.60.690, 22.101.010, and 22.502.016 of the Seattle Municipal Code; and repealing Section 1 of Ordinance 126278, Ordinance 126279, Ordinance 126358, and Ordinance 126508. Land Use Committee

**By: Morales**

16. [CB 120833](#) AN ORDINANCE relating to land use and zoning; amending subsection 23.49.156.A of the Seattle Municipal Code to clarify bonus allowances in the Living Building Pilot Program. Land Use Committee

**By: Morales**

17. [Appt 02923](#) Appointment of P Xiomara Alvarez as member, Seattle Planning Commission, for a term to April 15, 2026. Land Use Committee

**By: Morales**

18. [Appt 02924](#) Appointment of Cecelia Black as member, Seattle Planning Commission, for a term to April 15, 2027. Land Use Committee

**By: Morales**

19. [Appt 02925](#) Reappointment of McCaela Daffern as member, Seattle Planning Commission, for a term to April 15, 2025. Land Use Committee

**By: Morales**

20. [Appt 02926](#) Appointment of Dylan Glosecki as member, Seattle Planning Commission, for a term to April 15, 2027. Land Use Committee

**By: Morales**

21. [Appt 02927](#) Reappointment of Matt Hutchins as member, Seattle Planning Commission, for a term to April 15, 2026. Land Use Committee

**By: Morales**

22. [Appt 02928](#) Reappointment of Lauren Squires as member, Seattle Planning Commission, for a term to April 15, 2025. Land Use Committee

**By: Morales**

23. [Appt 02929](#) Reappointment of Jamie Marie Stroble as member, Seattle Planning Commission, for a term to April 15, 2025. Land Use Committee

**By: Hollingsworth**

24. [CB 120837](#) AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the execution of the required harbor leases with the Washington State Department of Natural Resources for the North and South Leschi Moorages and the Leschi South Public Moorage; and ratifying and confirming certain prior acts. Parks, Public Utilities, and Technology Committee

**By: Hollingsworth**

25. [Appt 02931](#) Appointment of Rob Lloyd as Chief Technology Officer, Seattle Information Technology Department, for a term to August 1, 2028. Parks, Public Utilities, and Technology Committee

**By: Kettle**

26. [CB 120835](#) AN ORDINANCE relating to Stay Out of Drug Area (SODA) zones; creating the ability to issue written orders to criminal defendants describing conditions of their pre-trial release or post-conviction conditions of sentence; creating SODA zones and providing for both the issuance of court orders relating to those zones and administration of those zones; creating the gross misdemeanor of violating a SODA order; and adding a new Chapter 12A.21 to the Seattle Municipal Code. Public Safety Committee

**By: Moore**

27. [CB 120836](#) AN ORDINANCE relating to prostitution; creating the crimes of prostitution loitering and promoting loitering for the purpose of prostitution; establishing policies governing arrests for prostitution and prostitution loitering; creating Stay Out of Area of Prostitution (SOAP) zones and providing for both the issuance of court orders relating to those zones and administration of those zones; creating the gross misdemeanor of violating a SOAP order; and adding new Sections 12A.10.010, 12A.10.030, and 12A.10.040 and a new Chapter 12A.11 to the Seattle Municipal Code. Public Safety Committee



Legislation Text

---

**File #:** Min 484, **Version:** 1

---

July 30, 2024

# SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor  
Seattle, WA 98104



## Journal of the Proceedings of the Seattle City Council

Tuesday, July 30, 2024

2:00 PM

**Council Chamber, City Hall**

**600 4th Avenue**

**Seattle, WA 98104**

**City Council**

*Sara Nelson, Council President*

*Joy Hollingsworth, Member*

*Robert Kettle, Member*

*Cathy Moore, Member*

*Tammy J. Morales, Member*

*Maritza Rivera, Member*

*Rob Saka, Member*

*Dan Strauss, Member*

*Tanya Woo, Member*

*Chair Info: 206-684-8809; [Sara.Nelson@seattle.gov](mailto:Sara.Nelson@seattle.gov)*

**A. CALL TO ORDER**

The City Council of the City of Seattle met in the Council Chamber in Seattle, Washington, on July 30, 2024, pursuant to the provisions of the City Charter. The meeting was called to order at 2:03 p.m., with Council President Nelson presiding.

**B. ROLL CALL**

**Present:** 9 - Hollingsworth, Kettle, Moore, Morales, Nelson, Rivera, Saka, Strauss, Woo

**C. PRESENTATIONS**

There were none.

**D. PUBLIC COMMENT**

The following individuals addressed the Council:

Samantha Grad  
Alex Tsimerman  
Charlie Lapham  
Patrick Gibson  
Joan Wright  
Em Smith  
Shirley Henderson  
Adam Glickman  
Cleo Gallagher  
Todd Carden  
Maria Mandt  
Maddi Danks  
Paul Constant  
Sarah Courtney  
Summer Miller  
Donnie Wolfgang Wallace  
Alex Olson  
Kshama Sawant  
Calvin Priest  
Margot Stewart  
Gabriel Jones  
Ben Byers  
Paula Sardinas  
Alex Kim  
Jim Buchanan  
Karen Taylor  
Susannah Dhamdhere  
Errin Byrd  
Lang Nguyen  
Aaron Moore  
Gabriel Neumann  
Destiny Sund  
Charlie Anthe  
Sean Case  
Matea Vallejo  
Ry Armstrong  
David Olson  
Dwanita Hunt  
Brandon Pettit  
Arianna Riley  
Alberto Alvarez

Erica Lee  
Jason Ogulnik  
Brianna Martinez  
Stefan Moritz  
Eunice How  
Paul Osher  
Linda Morton  
Gary Szeredy  
Ian Greer  
David Tamas-Parris  
Rivkeh Hershkontz  
Keith Haubrich  
Amy Gunner  
Gwendolyn Hart  
Simone Barron  
John Stemstad  
Lucky Star  
Sarah Cherin  
Ali Ghambn  
Mona Smith  
Lilly Hayward  
Gary Lardizabal

*Councilmember Strauss left the City Council meeting.*

**E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:**

[IRC 447](#)      **July 30, 2024**

**By unanimous consent, the Introduction & Referral Calendar (IRC) was adopted.**

**In Favor:** 8 - Hollingsworth, Kettle, Moore, Morales, Nelson, Rivera, Saka, Woo

**Opposed:** None

**Absent(NV):** 1 - Strauss

**F. APPROVAL OF THE AGENDA**

By unanimous consent, the City Council Agenda was adopted.

*Councilmember Strauss returned to the City Council meeting.*

## G. APPROVAL OF CONSENT CALENDAR

Motion was made by Council President Nelson, duly seconded and carried, to adopt the Consent Calendar.

### Journal:

1. [Min 483](#) July 23, 2024

The item was adopted on the Consent Calendar by the following vote, and the President signed the Minutes (Min):

**In Favor:** 9 - Hollingsworth, Kettle, Moore, Morales, Nelson, Rivera, Saka, Strauss, Woo

**Opposed:** None

### Bills:

2. [CB 120821](#) AN ORDINANCE appropriating money to pay certain claims for the week of July 15, 2024 through July 19, 2024 and ordering the payment thereof; and ratifying and confirming certain prior acts.

The item was passed on the Consent Calendar by the following vote, and the President signed the Council Bill (CB):

**In Favor:** 9 - Hollingsworth, Kettle, Moore, Morales, Nelson, Rivera, Saka, Strauss, Woo

**Opposed:** None

### Appointments:

#### LIBRARIES, EDUCATION, AND NEIGHBORHOODS COMMITTEE:

3. [Appt 02921](#) Appointment of Faith Pettis as member, Seattle Public Library Board of Trustees, for a term to April 1, 2029.

The Committee recommends that City Council confirm the Appointment (Appt).

**In Favor:** 3 - Rivera, Morales, Woo

**Opposed:** None

The item was confirmed on the Consent Calendar by the following vote:

**In Favor:** 9 - Hollingsworth, Kettle, Moore, Morales, Nelson, Rivera, Saka, Strauss, Woo

**Opposed:** None

**H. COMMITTEE REPORTS**

**CITY COUNCIL:**

- 1. [CF 314489](#) **Full unit lot subdivision of 13th Avenue Townhomes, to subdivide one parcel into 12 unit lots at 1118 and 1122 13th Avenue (Project 3038128-LU; Type III).**

Motion was made by Council President Nelson and duly seconded to file Clerk File 314489.

**The Motion carried, and Clerk File (CF) was filed by the following vote:**

**In Favor:** 9 - Hollingsworth, Kettle, Moore, Morales, Nelson, Rivera, Saka, Strauss, Woo

**Opposed:** None

- 2. [CB 120818](#) **AN ORDINANCE approving and confirming the plat of “13TH AVE. TOWNHOMES” in the portions of Southeast Quarter of Northeast Quarter of Section 32, Township 25 North, Range 4 East, W.M. in King County, Washington.**

Motion was made by Council President Nelson and duly seconded to pass Council Bill 120818.

**The Motion carried, Council Bill (CB) was passed by the following vote, and the President signed the Council Bill (CB):**

**In Favor:** 9 - Hollingsworth, Kettle, Moore, Morales, Nelson, Rivera, Saka, Strauss, Woo

**Opposed:** None

**PUBLIC SAFETY COMMITTEE:**

3. [Appt 02918](#) **Appointment of Amy Smith as Chief of the Community Assisted Response and Engagement Department, for a term to August 1, 2028.**

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor: 4 - Kettle, Saka, Moore, Nelson**

**Opposed: None**

**The Appointment (Appt) was confirmed by the following vote, and the President signed the Appointment (Appt):**

**In Favor: 9 - Hollingsworth, Kettle, Moore, Morales, Nelson, Rivera, Saka, Strauss, Woo**

**Opposed: None**

Council President Nelson invited Chief Smith to address the Council.

**PARKS, PUBLIC UTILITIES, AND TECHNOLOGY COMMITTEE:**

4. [CB 120810](#) **AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities to submit for approval to the U.S. District Court for the Western District of Washington a First Material Modification to the 2013 Consent Decree entered into by the United States Environmental Protection Agency, the State of Washington Department of Ecology, and The City of Seattle in Civil Action No. 2:13-cv-00678, and to fulfill the obligations set forth therein.**

**The Committee recommends that City Council pass the Council Bill (CB).**

**In Favor: 5 - Hollingsworth, Nelson, Kettle, Rivera, Strauss**

**Opposed: None**

**The Council Bill (CB) was passed by the following vote, and the President signed the Council Bill (CB):**

**In Favor: 9 - Hollingsworth, Kettle, Moore, Morales, Nelson, Rivera, Saka, Strauss, Woo**

**Opposed: None**

5. [Res 32140](#) **A RESOLUTION relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to act as the authorized representative/agent on behalf of The City of Seattle and to legally bind The City of Seattle with respect to certain projects for which the City seeks grant funding assistance managed through the Washington State Recreation and Conservation Office.**

**The Committee recommends that City Council adopt the Resolution (Res).**

**In Favor: 5 - Hollingsworth, Nelson, Kettle, Rivera, Strauss**

**Opposed: None**

**The Resolution (Res) was adopted by the following vote, and the President signed the Resolution (Res):**

**In Favor: 9 - Hollingsworth, Kettle, Moore, Morales, Nelson, Rivera, Saka, Strauss, Woo**

**Opposed: None**

**I. ITEMS REMOVED FROM CONSENT CALENDAR**

There were none.

**J. ADOPTION OF OTHER RESOLUTIONS**

There were none.

**K. OTHER BUSINESS**

There was none.

**L. ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 3:53 p.m.

---

**Emilia M. Sanchez, Deputy City Clerk**

**Signed by me in Open Session, upon approval of the Council, on August 6, 2024.**

---

**Sara Nelson, Council President of the City Council**



Legislation Text

---

**File #: CB 120829, Version: 1**

---

**CITY OF SEATTLE**

**ORDINANCE \_\_\_\_\_**

**COUNCIL BILL \_\_\_\_\_**

AN ORDINANCE appropriating money to pay certain claims for the week of July 22, 2024 through July 26, 2024 and ordering the payment thereof; and ratifying and confirming certain prior acts.

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. Payment of the sum of \$17,592,925.77 on PeopleSoft 9.2 mechanical warrants numbered 4100824030 - 4100825950 plus manual or cancellation issues for claims, e-payables of \$9,670.44 on PeopleSoft 9.2 9100014662 - 9100014669, and electronic financial transactions (EFT) in the amount of \$85,749,224.96 are presented to the City Council under RCW 42.24.180 and approved consistent with remaining appropriations in the current Budget as amended.

Section 2. RCW 35.32A.090(1) states, “There shall be no orders, authorizations, allowances, contracts or payments made or attempted to be made in excess of the expenditure allowances authorized in the final budget as adopted or modified as provided in this chapter, and any such attempted excess expenditure shall be void and shall never be the foundation of a claim against the city.”

Section 3. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

Section 4. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if

not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 6<sup>th</sup> of August, 2024, and signed by me in open session in authentication of its passage this 6<sup>th</sup> of August, 2024.

\_\_\_\_\_  
President \_\_\_\_\_ of the City Council

Approved / returned unsigned / vetoed this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Scheereen Dedman, City Clerk

(Seal)

## SUMMARY and FISCAL NOTE

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Office of City Finance	Julie Johnson	Lorine Cheung

### 1. BILL SUMMARY

**Legislation Title:**

An ordinance appropriating money to pay certain claims for the week of July 22, 2024 through July 26, 2024 and ordering the payment thereof; and ratifying and confirming certain prior acts. Claims include all financial payment obligations for bills and payroll paid out of PeopleSoft for the covered.

**Summary and Background of the Legislation:**

RCW 42.24.180 requires that payment of certain claims be authorized by the City Council. This bill, prepared each week by the City Treasury, authorizes the payments of funds that were previously appropriated by the City Council, so the passage of this bill does not have a direct result on the City's budget.

### 2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project?  Yes  No

### 3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City?  Yes  No

This bill authorizes the payments of funds that were previously appropriated by the City Council, so the passage of this bill does not have a direct result on the City's budget.

**If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.**

**Please describe any financial costs or other impacts of *not* implementing the legislation.**

The legislation authorizes the payment of valid claims. If the City does not pay its legal obligations it could face greater legal and financial liability.

#### 4. OTHER IMPLICATIONS

- a. **Please describe how this legislation may affect any departments besides the originating department.**

This type of legislation authorizes payment of bill and payroll expenses for all City departments.

- b. **Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.**

No.

- c. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**

- i. **How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

N/A

- ii. **Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

N/A

- iii. **What is the Language Access Plan for any communications to the public?**

N/A

- d. **Climate Change Implications**

- i. **Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**

N/A

- ii. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

N/A

- e. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

N/A

## 5. CHECKLIST

- Is a public hearing required?**
- Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?**
- If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?**
- Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

## 6. ATTACHMENTS

**Summary Attachments:** None.



Legislation Text

---

**File #:** Res 32141, **Version:** 1

---

**CITY OF SEATTLE**

**RESOLUTION \_\_\_\_\_**

A RESOLUTION of intention to modify the boundaries of the West Seattle Junction Parking and Business Improvement Area and fix a date and place for a hearing thereon.

WHEREAS, in 1987, through Ordinance 113326, the City established the West Seattle Junction Parking and Business Improvement Area (PBIA), providing for the levy of special assessments upon businesses within the PBIA for the purpose of enhancing conditions for operation of those businesses; and

WHEREAS, in July 1999, through Ordinance 119539, the City increased the original assessment rates for the PBIA; and

WHEREAS, in 2001, through Ordinance 120570, the City clarified the legislation to more accurately describe and implement the intent of the petitioners who requested that the City create the PBIA; and

WHEREAS, in 2005, the City passed Ordinance 121758, increasing the established assessment rates for the PBIA; and

WHEREAS, in 2014, the City passed Ordinance 124528, modifying the assessment rates and boundaries for the PBIA. There has been no subsequent modification to the boundaries; and

WHEREAS, in 2016, the City passed Ordinance 125152, increasing the established assessment rates for the PBIA; and

WHEREAS, on June 14, 2024, the West Seattle Junction Association, which oversees the PBIA, has proposed to expand the BIA boundaries in two specific areas within “Zone B” of the PBIA to reflect commercial development that has occurred in the neighborhood in recent years; and

WHEREAS, the City has reviewed the modification area to ensure that it is in accordance with RCW

35.87A.075; and

WHEREAS, RCW 35.87A.075 requires the City to adopt a resolution of intention to modify boundaries for parking and business improvement areas specifying the time and place of a public hearing; NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR**

**CONCURRING, THAT:**

Section 1. The City Council declares its intention to modify the boundaries of the West Seattle Junction Parking and Business Improvement Area (PBIA), as follows:

A. North expansion: the boundary will expand one block north to SW Dakota Street, along California Ave SW, inclusive of parcels with frontage to California Ave SW, which will add 27 ratepayers to the West Seattle Junction Parking and Business Improvement Area.

B. Southeast expansion: the boundary will expand southeast to include two large residential buildings with lower retail on the east side of Fauntleroy Ave SW, which will add five ratepayers to the West Seattle Junction Parking and Business Improvement Area.

Section 2. The PBIA's proposed new boundaries are reflected in Exhibit A to this resolution and described in this section. Exhibit B to this resolution illustrates the current boundaries before the proposed modification. The proposed ordinance modifying the boundaries will amend Section 1 of Ordinance 113326, last amended by Ordinance 124528, as follows:

Section 1. District Established. As authorized by RCW Chapter 35.87A, there is hereby established a West Seattle Junction Parking and Business Improvement Area within the boundaries described below and as shown on the map attached as "Exhibit A". (When a street or alley is named, the area boundary is the centerline of the right-of-way). The District shall have two areas and a parking zone overlay as follows:

Zone A

- Beginning at the intersection of 44th Ave SW and SW Oregon St, proceed east along SW Oregon St to 42nd Ave SW
- Proceed south along 42nd Ave SW to SW Edmunds St
- Proceed west along SW Edmunds St to 44th Ave SW
- Proceed north along 44th Ave SW to SW Oregon St

~~((East: 42nd Avenue S.W. between the center of the right-of-way and S.W. Oregon extending two blocks to the center of the right-of-way on S.W. Edmunds, to the center right-of-way on 42nd Avenue S.W.~~

~~West: 44th Avenue S.W. between the center right-of-way on S.W. Oregon extending two blocks to the center of the right-of-way on S.W. Edmunds, to the center of the right-of-way on 44th Avenue S.W.~~

~~North: S.W. Oregon between the center right-of-way on 44th Avenue S.W. extending two short blocks to the center of the right-of-way on 42nd Avenue S.W., to the center of the right-of-way on S.W. Oregon.~~

~~South: S.W. Edmunds between the center of the right-of-way on 44th Avenue S.W. extending two short blocks to the center of the right-of-way on 42nd Avenue S.W., to the center right-of-way on S.W. Edmunds.))~~

Zone B

- Beginning at the intersection of Glenn Way SW and SW Oregon St, proceed east along SW Oregon St to the alley between 44th Ave SW and California Ave SW
- Proceed north along the alley inclusive of parcels on the east side of the ally with frontage on California Ave SW to SW Dakota St
- Proceed east along SW Dakota St to the alley between California Ave SW and 42nd Ave SW
- Proceed south along the alley to SW Genesee St inclusive of parcels on the west side of the alley with

frontage on California Ave SW

- Proceed east along SW Genesee St to the alley between 42nd Ave SW and 41st Ave SW
- Proceed south along the alley to the north property line of parcel #1333100000
- Proceed east along the north property line of parcel #1333100000 to 41st Ave SW
- Proceed south on 41<sup>st</sup> Ave SW to the northwest corner of parcel 0952006850
- Continue east along the north property line of parcels #0952006850 and #0952006880 to 40th AV SW
- Proceed north on 40th Ave SW to the northwest corner parcel #7942040000 then proceed north and east along the north property line of parcel #7942040000 to 39th Ave SW
- Continue north on 39th Ave SW to the north property line of parcel #0952007370 and proceed east along the north property line of parcel #0952007370 then proceed south along the east property line of parcel #0952007370
- Continue south crossing Fautleroy Wy SW to the east property line of parcel # 0952007430
- Continue south crossing SW Alaska St to the north property line of parcel #6126600235
- Proceed west along the north property line of parcel #6126600235
- Proceed south along the western property line of #6126600235
- Proceed east along the southern property line of #6126600235 to the alley between Fautleroy Way SW and 38th Ave SW
- Proceed south along the alley between Fautleroy Way SW and 38th Ave SW to the intersection of the alley with SW Edmunds St

- Proceed west along SW Edmunds St to the intersection of Fauntleroy Way SW and SW Edmunds St
- Proceed south to the south property line of parcel #6126600800 then proceed west along the south property line of parcel #6126600800 to the east property line of parcel #6126601010
- Proceed south along the east property line of parcel #6126601010 its south property line and proceed west along the south property line to 40th Ave SW
- Proceed north along 40th Ave SW to SW Edmunds St
- Proceed west along SW Edmunds St to the east property line of parcel #7579201005
- Proceed south along the east property line of parcel #7579201005 then west along the south property line of parcel #7579201005 to California Ave SW
- Proceed south along California Ave SW to the south property line of parcel #3902100220 and proceed east along the south property line to the intersection of Lewis Pl SW and Erskine Way SW
- Proceed northeast along Erskine Way SW to SW Edmunds St
- Proceed west along SW Edmunds St to the alley between 45th Ave SW and 44th Ave SW
- Proceed north along the alley between 45th Ave SW and 44th Ave SW to Glenn Way SW
- Proceed northwest along Glenn Way SW to SW Oregon St

~~((When describing Zone B, the outer boundaries of Zone A abuts the inner boundaries of Zone B. East: The eastern lot line of 1-24, block 46, Sparkman and McLean's First Addition, and continuing along the eastern lot line of lots 1-15, block 51, Holbrook and Clark's Addition and continuing to a line extending from the southern lot line of lot 15, block 51, Holbrook and Clark's Addition; continuing eastward along the southern lot line 15,~~

~~block 52, Holbrook and Clark's Addition, to the center of the right-of-way on 41st Avenue S.W., and continuing along the center of the right-of-way of 41st Avenue S.W. to a line extending from the northern lot line of lot 19, block 53, Holbrook and Clark's Addition; extending eastward to the center of the alley between blocks 53 and 54, Holbrook and Clark's Addition, and continuing to the northern lot line of lot 20, block 54, Holbrook and Clark's Addition, and extending to the center of the right-of-way of 40th Avenue S.W. and continuing along the center of the right-of-way of 40th Avenue S.W. to a line extending from the northern lot line of lot 17, block 55, Holbrook and Clark's Addition, continuing along the eastern lot line of lots 10-16, block 55, Holbrook and Clark's~~

~~Addition and continuing to a line extending from the northern lot line of lot 10, block 56, Holbrook and Clark's First Addition and continuing along the northern lot line of lot 10, block 57, Holbrook and Clark's Addition, and continuing along the eastern lot line of lots 11-24, block 57, Holbrook and Clark's Addition, and continuing along the eastern lot line of lot 4, block 2, Norris Addition, to a line extending from the southern lot line of lots 1, 2, 3, 4, block 2, Norris Addition; and extending to the center of the right-of-way of Fautleroy Avenue S.W. and continuing along the center of the right-of-way of Fautleroy Avenue S.W. between a line extending from the northern lot line of lot 9, block 3, Norris Addition, and extending to the southern lot line of lot 4, block 4, Norris Addition.~~

~~South: The southern lot line of lot 4, block 4, Norris Addition, and continuing along the eastern lot lines of lots 42-43, block 4, Norris Addition and continuing along the southern lot line of lot 43, block 4, Norris Addition, and continuing along the western lot line of lots 43-48, block 4, Norris Addition, and extending to the center of the right-of-way of S.W. Edmunds, and continuing along the center of the right-of-way of S.W. Edmunds to the center of the right-of-way of 42nd Avenue S.W. The center of the right-of-way along 42nd Avenue S.W. between the center of the right-of-way of S.W. Edmunds, and extending to the center of the right-of-way of S.W. Oregon and continuing along the center of the right-of-way of S.W. Oregon to a line extending from the western lot line of lot 6, block 2, Sparkman and McLean's First Addition, and continuing along the western lot~~

line of lots 1-6, block 2, Sparkman and McLean's First Addition and continuing to the center of the right-of-way of S.W. Genesee.

The eastern lot line of lots 1, 2, 3, block 6, Scenic Park, and continuing along the northern lot line of lot 4, block 6, Scenic Park; and extending to the center of the right-of-way of California Avenue S.W., and continuing along the eastern lot line of Lot 1, and halfway through lot 2, block 5, Kirkwood Addition; and continuing along halfway through lot 2 in a westerly direction, block 5, Kirkwood Addition, and extending to the center of the right-of-way of Erskine Way S.W., and continuing along the center of the right-of-way of Erskine Way S.W. to a line extending from the southern lot line of lot 6, block 2, Kirkwood Addition, and continuing along the southern lot line of lot 6, block 2, Kirkwood Addition, to the center of the right-of-way of S.W. Edmunds and continuing along the center of the right-of-way of S.W. Edmunds to a line extending from the eastern lot line of lot 1, block 6 Scenic Park Addition.

North: The center of the right-of-way of S.W. Genesee between a line extending from the western lot line of lot 1, block 2, Sparkman and McLean's First Addition and continuing to a line extending from the eastern lot line of lot 1, block 46, Sparkman and McLean's First Addition.

West: 44th Avenue S.W. between the center of the right-of-way of S.W. Oregon and extending two blocks to the center of the right-of-way of S.W. Edmunds, to the center of the right-of-way of 44th Avenue S.W. and continuing along the center of the right-of-way of S.W. Edmunds to a line extending from the western lot line of lot 24, block 3, Central Park Addition, and continuing along the western lot line of lots 1-24, block 3, Central Park Addition, and continuing along the western lot line of lot 17-24, block 3, Holbrook and Clark's Addition, and extending to the center of the right-of-way of Glenn Way S.W., and continuing along the center of the right-of-way of Glenn Way S.W. to the center of the right-of-way of 45th Avenue S.W. and the center of the right-of-way of S.W. Oregon and continuing easterly along the center of the right-of-way of S.W. Oregon to the center of the right-of-way of 44th Avenue S.W.))

Zone C "Parking"

- Beginning at the intersection of Glenn Way SW and SW Oregon St, proceed east along SW Oregon St to the alley between 44th Ave SW and California Ave SW
- Proceed north along the alley inclusive of parcels on the east side of the alley with frontage to California Ave SW to the north property line of parcel #7904700106
- Proceed east along the north property line of parcel #7904700106 to the north property line of parcel #0952006200
- Continue east along the north property line of parcel #0952006200 to the north property line of parcel #0952006070
- Continue east along the north property line of parcel #0952006070 to the north property line of parcel #0952005960
- Proceed south along the east property line of parcel #0952005960 to the north property line of parcel #1333100000, following the alley between 42nd Ave SW and 41st Ave SW
- Proceed west along the north property line of parcel #1333100000 to 42nd Ave SW
- Proceed south along 42nd Ave SW to SW Edmunds St
- Proceed west along SW Edmunds St to the east property line of parcel #7579201005
- Proceed south along the east property line of parcel #7579201005 then west along the south property line of parcel #7579201005 to California Ave SW
- Proceed south along California Ave SW to the south property line of parcel #3902100220 and proceed west along the south property line to the intersection of Lewis Pl SW and Erskine Way SW

- Proceed northeast along Erskine Way SW to SW Edmunds St
- Proceed west along SW Edmunds St to the alley between 45th Ave SW and 44th Ave SW
- Proceed north along the alley between 45th Ave SW and 44th Ave SW to Glenn Way SW
- Proceed northwest along Glenn Way SW to SW Oregon St

~~((East: 42nd Avenue S.W. between the center of the right-of-way of S.W. Edmunds extending two blocks to the center of the right-of-way of S.W. Oregon, to the center of the right-of-way of 42nd Avenue S.W.~~

~~West: Glenn Way S.W. between the center of the right-of-way of S.W. Oregon and a line extending from the northern tip of lot line 16, block 3, Holbrook and Clark's Addition, to the center of the right-of-way of Glenn Way S.W., and extending from the western lot line of lots 16-24, block 3, Holbrook and Clark's Addition, and continuing along the western lot lines of lots 1-24, block 3, Central Park Addition, and extending to the center of the right-of-way of S.W. Edmunds.~~

~~North: S.W. Oregon between the center of the right-of-way of 45th Avenue S.W., to a line extending from the western lot line of lot 6, block 2, Sparkman and McLean's First Addition, to the center of the right-of-way of S.W. Oregon; and continuing along the western lot line of lots 5, 6, and halfway through lot 4, block 2, Sparkman and McLean's First Addition, and continuing halfway through lot 4, block 2, Sparkman and McLean's First Addition, to the center of the right-of-way of California Avenue S.W. and continuing along the southern lot line of lot 12, block 48, Sparkman and McLean's First Addition, and continuing along the eastern lot line of lots 13-24, block 48, Sparkman and McLean's First Addition to the center of the right-of-way of S.W. Oregon and continuing along the center of the right-of-way of S.W. Oregon to the center of the right-of-way of 42nd Avenue S.W.~~

~~South: S.W. Edmunds between a line extending from the eastern lot line of lot 22, block 1, Central Park Addition, and continuing along the eastern lot line of lots 1, 2, 3, block 6, Scenic Fork, and continuing along the~~

~~northern lot line of lot 4, block 6, Scenic Park Addition, and continuing along the northern lot line of lot 4, block 6, Scenic Park Addition, and extending to the center of the right-of-way of California Avenue S.W. and continuing along the eastern lot line of lot 1, and halfway through lot 2, block 5, Kirkwood Addition, and continuing along in a westerly direction halfway through lot 2, block 5, Kirkwood Addition, and extending to the center of the right-of-way of Erskine Way S.W., and continuing along the center of the right-of-way of Erskine Way S.W, to a line extending from the southern lot line of lot 6, block 2, Kirkwood Addition and continuing along the southern lot line of lot 6, block 2, Kirkwood Addition, and extending to the center of the right-of-way of S.W. Edmunds and continuing along the center of the right-of-way of S.W. Edmunds to a line extending from the western lot line of lot 25, block 3, Central Park Addition.))~~

Section 3. A map showing the proposed modification to the boundaries of the West Seattle BIA is attached to this resolution as Exhibit A. Exhibit B to this resolution illustrates the current BIA boundaries, before the proposed modification. In case of a conflict between the description of the West Seattle BIA and the map, the description shall control.

Section 4. A hearing shall be heard on this matter before the Government, Accountability & Economic Development Committee in the City Council Chambers, City Hall, 600 Fourth Avenue, 2nd Floor, Seattle, Washington 98104 (enter on Fifth Avenue), September 12, 2024 or as soon thereafter as it may be heard. The City Council will hear all protests and receive evidence for or against the proposed action.

Section 5. The City Clerk is requested to publish this resolution of intention in a newspaper of general circulation in Seattle and mail a complete copy of this resolution to each ratepayer within the proposed area, each at least ten days prior to the hearing. The notice shall include a statement that a copy of the proposed ordinance, with attachments, may be examined electronically at <https://seattle.legistar.com/>, or in paper form at the Office of the City Clerk, City Hall, 600 Fourth Avenue, 3rd Floor, Seattle, Washington 98104, or will be mailed upon request.

Adopted by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and signed by  
me in open session in authentication of its adoption this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

President \_\_\_\_\_ of the City Council

The Mayor concurred the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Scheereen Dedman, City Clerk

(Seal)

Exhibits:

Exhibit A - Proposed West Seattle BIA Boundaries 2024

Exhibit B - Current West Seattle BIA Boundaries

Exhibit A: Proposed West Seattle BIA Boundaries 2024

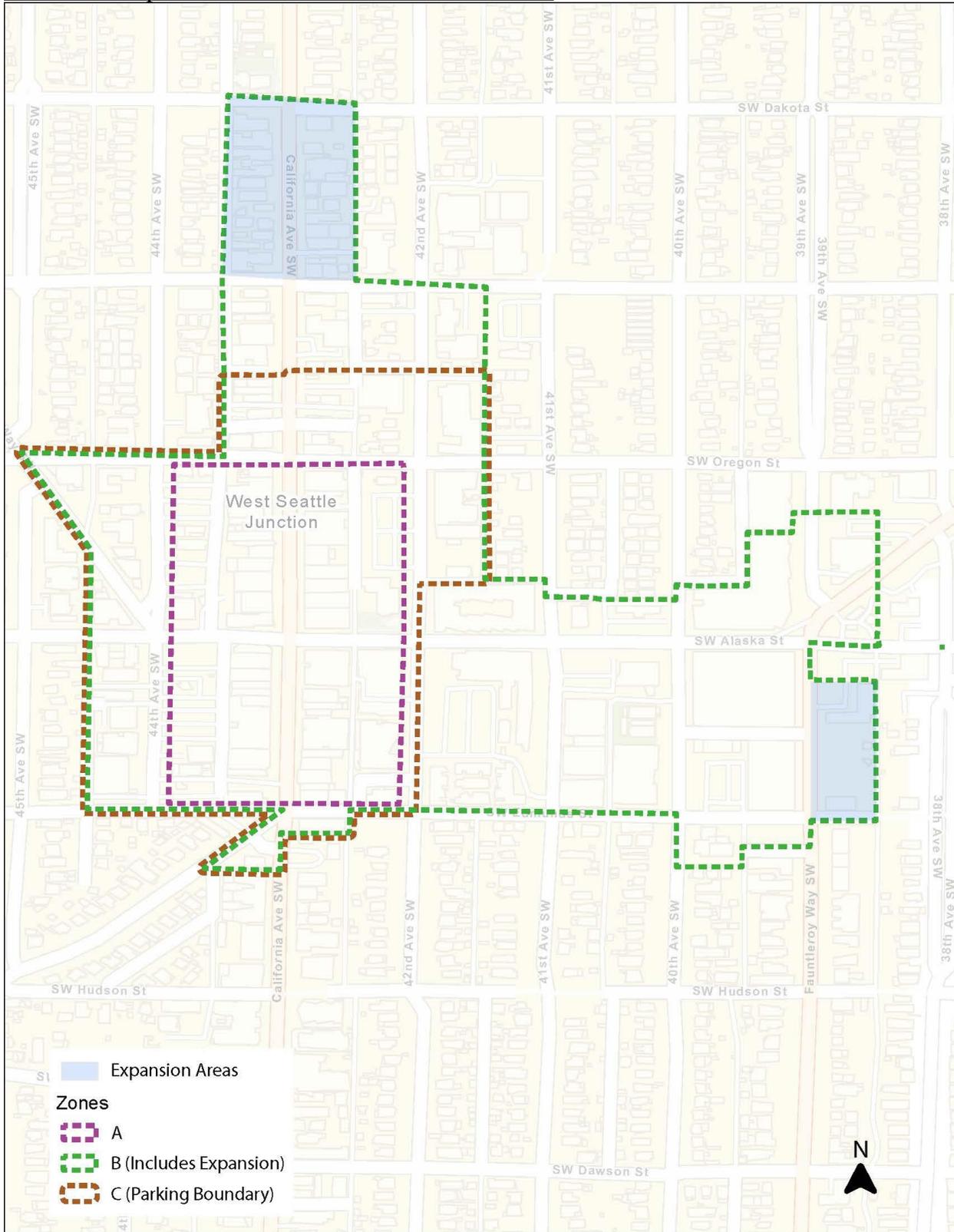


Exhibit B: Current West Seattle BIA Boundaries from Ordinance 124528

Teri Allen  
FAS West Seattle BIA Amendment ORD EXH A  
January 15, 2014  
Version #1



### West Seattle BIA Map

*This map is for illustrative purposes only and is not intended to modify anything in the legislation.*

FAS West Seattle BIA Amendment ORD EXH A



## SUMMARY and FISCAL NOTE

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Economic Development	Casey Rogers	Nick Tucker

### 1. BILL SUMMARY

**Legislation Title:** A RESOLUTION of intention to modify the boundaries of the West Seattle Junction Parking and Business Improvement Area and fix a date and place for a hearing thereon.

**Summary and Background of the Legislation:**

The proposed resolution declares the intent of the City Council to modify the boundary of the West Seattle Junction Parking and Business Improvement Area (PBIA), following a hearing on the matter as required by RCW 35.87A.075. This resolution is the first piece of legislation required to effectuate the boundary modification pursuant to RCW 35.87A.075.

Background: Through Ordinance 113326, the City established the West Seattle Junction Parking and Business Improvement Area (PBIA) in 1987. Ordinance 113326 provided for the levy of special assessments upon businesses within the PBIA, for the purpose of enhancing conditions for operation of those businesses. In 2014, the City passed Ordinance 124528 modifying the boundaries by adding a parking zone overlay to the PBIA. There has been no subsequent boundary modification.

The proposed boundary changes would result in an estimated 8.2% increase in total assessments, changing from an estimated \$450,000 to \$490,323. It therefore satisfies the requirement pursuant to RCW 35.87A.075 that a modification to an existing boundary may not affect an area with a projected assessment fee greater than ten percent of the current assessment role for the existing area. The proposed expansion would add a total of 32 ratepayers.

### 2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project?  Yes  No

### 3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City?  Yes  No

#### 3.d. Other Impacts

**Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.**

None.

**If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.**

None.

**Please describe any financial costs or other impacts of *not* implementing the legislation.**

None. The West Seattle BIA is established as a revenue-neutral program.

#### **4. OTHER IMPLICATIONS**

**a. Please describe how this legislation may affect any departments besides the originating department.**

Yes – the Office of City Finance (OCF), which administers the assessments for the BIAs. OED has worked in close coordination with OCF on this legislation package.

**b. Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.**

No.

**c. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**

**i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

The BIA benefits property owners, business owners, employees, visitors, and residents with cleaning services, events, and support for new and existing businesses. However, there is potential for the BIA to lead to higher residential and commercial rents since business owners' costs will be slightly increasing to pay for the new services. People of color (POC) could be disproportionately impacted if these changes to costs occur, but there is no data to determine likely impacts.

**ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

We did not conduct a Racial Equity Toolkit as part of this legislation. Racial Equity Toolkits are only required for new BIA legislation, not amendments.

**iii. What is the Language Access Plan for any communications to the public?**

All notifications to property owners will include an option for translation/interpretation if needed.

**d. Climate Change Implications**

- i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**

This legislation is not likely to impact carbon emissions in a material way.

- ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle’s resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

This legislation is not likely to impact Seattle’s resiliency in a material way.

- e. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program’s desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

The West Seattle Junction BIA is an existing program.

**5. CHECKLIST**

- Is a public hearing required?**
- Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?**
- If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?**
- Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

**6. ATTACHMENTS**

**Summary Attachments:** None.



Legislation Text

---

**File #: Res 32143, Version: 1**

---

**CITY OF SEATTLE**

**RESOLUTION \_\_\_\_\_**

A RESOLUTION setting the public hearing on the petition of BRE-BMR 6TH LLC for the vacation of the alley lying within Block 67, D.T. Denny’s Park Addition to North Seattle in the block bounded by Thomas Street, Sixth Avenue North, John Street, and Taylor Avenue North, in Uptown Urban Center of Seattle, according to Chapter 35.79 of the Revised Code of Washington, Chapter 15.62 of the Seattle Municipal Code, and Clerk File 314497.

WHEREAS, BRE-BMR 6TH LLC has filed a petition with the City Council to vacate public property; and

WHEREAS, the petition is signed by the owners of more than two-thirds of the property abutting on the subject area; NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THAT:**

Section 1. A hearing by the Seattle City Council for the petition to vacate a portion of the alley in Block 67, D.T. Denny’s Park Addition to North Seattle has been scheduled to take place during the Council’s Transportation Committee meeting on Tuesday, September 3, 2024, starting at 9:30 a.m., in the City Council Chambers, Floor 2, City Hall. The Transportation Committee will consider the petition when Clerk File 314497 is before the committee according to the Committee’s agenda.

The City Clerk is directed to give the notice of the hearing in the manner provided by law. A map, indicating the property described in the petition, shall be affixed to and become part of the notice that shall be posted by the street vacation petitioner in a conspicuous place on the right-of-way sought to be vacated.

Section 2. The hearing will provide opportunity for comments on the vacation of a portion of the alley in Block 67, D.T. Denny’s Park Addition to North Seattle in the block bounded by Thomas Street, Sixth Avenue North, John Street, and Taylor Avenue North, described as follows (and fully described in Clerk File 314497):

**THAT PORTION OF BLOCK 67, D.T. DENNY’S PARK ADDITION TO NORTH SEATTLE,**

ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 46, IN KING COUNTY, WASHINGTON; MORE PARTICULARLY DESCRIBED AS THE 16 FOOT WIDE ALLEY OF BLOCK 67; BOUND TO THE NORTH BY THE SOUTHERN MARGIN OF THOMAS STREET; BOUND TO THE EAST BY THE WESTERN LOT LINES OF LOTS 1 THRU 6 OF SAID BLOCK 67; BOUND TO THE S SOUTH BY THE NORTHERN MARGIN ON JOHN STREET; BOUND TO THE WEST BY THE EASTERN LOT LINES OF LOTS 7 THRU 12 OF SAID BLOCK 67; CONTAINING AN AREA OF 5,761 SQFT. OR 0.1323 ACRES, MORE OR LESS; SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON

Or, in the alternative, the hearing will provide opportunity for comments on the vacation of any portion of this right-of-way as described above, reserving to The City of Seattle all necessary slope rights including cuts or fills on the above-described former right-of-way abutting on the property after the vacation, and further reserving to The City of Seattle the right to reconstruct, maintain, and operate any existing overhead or underground utilities in the property until the beneficiaries of the vacation arrange with the owners for their removal.

Adopted by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and signed by me in open session in authentication of its adoption this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
President \_\_\_\_\_ of the City Council

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Scheereen Dedman, City Clerk

(Seal)

**SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
LEG	Lish Whitson	N/A

**1. BILL SUMMARY**

**Legislation Title:** A RESOLUTION setting the public hearing on the petition of BRE-BMR 6TH LLC for the vacation of the alley lying within Block 67, D.T. Denny’s Park Addition to North Seattle in the block bounded by Thomas Street, Sixth Avenue North, John Street, and Taylor Avenue North, in Uptown Urban Center of Seattle, according to Chapter 35.79 of the Revised Code of Washington, Chapter 15.62 of the Seattle Municipal Code, and Clerk File 314497.

**Summary and Background of the Legislation:** This resolution sets the public hearing date for the petition of BRE-BMR 6TH LLC for the vacation of the alley lying within Block 67, D.T. Denny’s Park Addition to North Seattle as required by the Revised Code of Washington and the Seattle Municipal Code. This is the alley bounded by Thomas Street, Sixth Avenue North, John Street, and Taylor Avenue North, and as contained in Clerk File 314497.

**2. CAPITAL IMPROVEMENT PROGRAM**

**Does this legislation create, fund, or amend a CIP Project?**  Yes  No

If yes, please fill out the table below and attach a new (if creating a project) or marked-up (if amending) CIP Page to the Council Bill. Please include the spending plan as part of the attached CIP Page. If no, please delete the table.

<b>Project Name:</b>	<b>Master Project I.D.:</b>	<b>Project Location:</b>	<b>Start Date:</b>	<b>End Date:</b>	<b>Total Project Cost Through 2029:</b>

**3. SUMMARY OF FINANCIAL IMPLICATIONS**

**Does this legislation have financial impacts to the City?**  Yes  No

If there are no projected changes to expenditures, revenues, or positions, please delete the table below.

<b>Expenditure Change (\$);</b>	<b>2024</b>	<b>2025 est.</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>2028 est.</b>
<b>General Fund</b>					
<b>Expenditure Change (\$);</b>	<b>2024</b>	<b>2025 est.</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>2028 est.</b>
<b>Other Funds</b>					

<b>Revenue Change (\$);</b>	<b>2024</b>	<b>2025 est.</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>2028 est.</b>
<b>General Fund</b>					

Revenue Change (\$); Other Funds	2024	2025 est.	2026 est.	2027 est.	2028 est.

Number of Positions	2024	2025 est.	2026 est.	2027 est.	2028 est.

Total FTE Change	2024	2025 est.	2026 est.	2027 est.	2028 est.

If there are no changes to expenditures, revenues, or positions, please delete Sections 3.a, 3.b, and 3.c and answer the questions in Section 4.

**3.d. Other Impacts**

**Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.**

No

**If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.**

N/A

**Please describe any financial costs or other impacts of *not* implementing the legislation.**  
 Not implementing the legislation will delay the public hearing on the vacation of the Alley in Block 67.

**4. OTHER IMPLICATIONS**

**a. Please describe how this legislation may affect any departments besides the originating department.**

N/A

**b. Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.**

Yes – see Attachment A

- c. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**
- i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**  
No.
  - ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**  
N/A
  - iii. What is the Language Access Plan for any communications to the public?**  
N/A
- d. Climate Change Implications**
- i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**  
No.
  - ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle’s resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**  
No.
- e. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program’s desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**  
N/A.

## 5. CHECKLIST

Please click the appropriate box if any of these questions apply to this legislation.

- Is a public hearing required?**
- Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?**
- If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?**
- Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

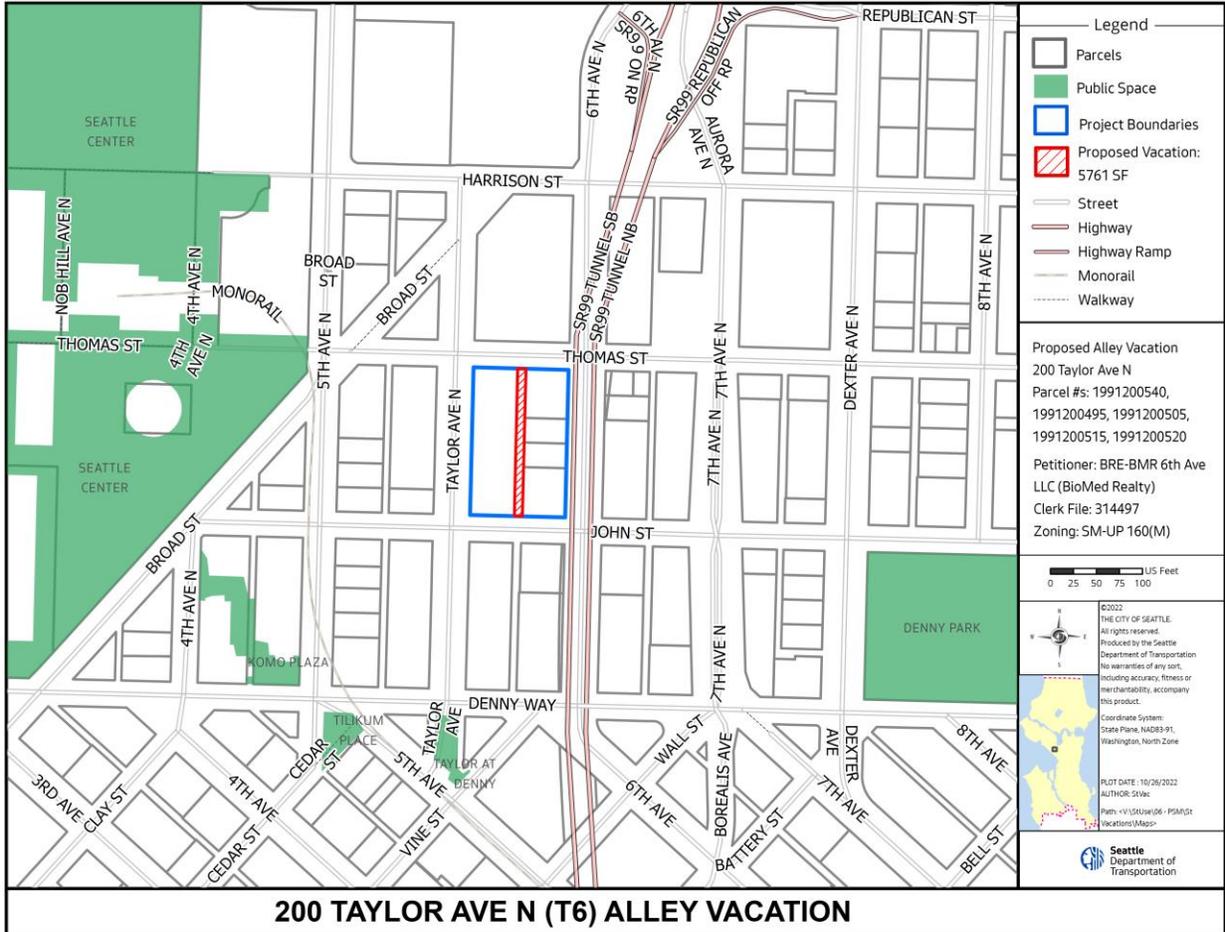
If yes, please review requirements in Resolution 31203 for applicability and complete and attach “Additional risk analysis and fiscal analysis for non-utility partner projects” form.

## **6. ATTACHMENTS**

### **List Summary Attachments (if any):**

Summary Attachment A – Sixth and Taylor Alley Vacation Map

Summary Att A - Sixth and Taylor Alley Vacation Map  
V1



This map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.



Legislation Text

---

**File #:** CF 314533, **Version:** 1

---

Report of the City Clerk on the Certificate of Sufficiency for Initiative Measure No. 137, regarding an act to levy an excess compensation payroll tax to fund the Seattle Social Housing Developer.

The Report is provided as an Attachment.



SCHEEREEN DEDMAN  
**OFFICE OF THE CITY CLERK**  
LEGISLATIVE DEPARTMENT

*Via E-Mail*

August 2, 2024

To: Seattle City Councilmembers

From: Scheereen Dedman, City Clerk

*Subject: Report on Sufficiency of Signatures for Proposed Initiative Measure No. 137 in re: an act to levy an excess compensation payroll expense tax to fund the Seattle Social Housing Developer.*

Please be advised on July 26, 2024, King County Department of Elections transmitted to the Office of the City Clerk a Certificate of Sufficiency notification for Initiative Measure No. 137, an act to levy an excess compensation payroll expense tax to fund the Seattle Social Housing Developer.

Upon completion of the petition signature verification process, in accordance with the provisions of Revised Code of Washington 35.21.005, King County Elections determined the required number of 26,521 to be registered voters and the petition was determined to be sufficient. The Certificate of Sufficiency is attached herewith, and the petition is filed under Clerk File No. 322950.

Pursuant to Article IV(1)(B) of the Seattle City Charter, the City Clerk is required to transmit the verification of sufficiency, together with her report thereon to the City Council at a regular meeting not more than twenty (20) days after the City Clerk has received verification of the sufficiency of such petition signatures, and such transmission shall be the introduction of the initiative bill or measure to the City Council. This report will be included on the City Council August 6, 2024, Regular Meeting agenda.

Please do not hesitate to contact me with any questions regarding this matter.

*Attachments:*

- 1. Certificate of Sufficiency*
- 2. Petition (Clerk File No. 322950)*

cc:

- Mayor Bruce Harrell
- Wayne Barnett, Executive Director, Seattle Ethics and Elections Commission
- Ann Davison, City Attorney
- Gary Smith, Assistant City Attorney
- Ben Noble, Central Staff Director
- Jennifer LeBrecque, Legislative Analyst, Council Central Staff
- Ivan Sandoval Assistant City Clerk, Office of the City Clerk



# Certificate of Sufficiency

This is to certify that the petition, originally submitted on June 27, 2024, to King County Elections, regarding the proposed City of Seattle Initiative Measure No. 137, has been examined and the signatures thereon carefully compared with the registration records of the King County Elections Department, and as a result of such examination, found the signatures to be sufficient as required by RCW 35.21.005 and City of Seattle Charter Article IV.

Dated this 25<sup>th</sup> day of July, 2024.

---

Julie Wise  
Director of Elections



July 25, 2024

*Sent via email*

Scheereen Dedman  
City Clerk  
City of Seattle, Office of the City Clerk  
scheereen.dedman@seattle.gov

**RE: Sufficiency of Signatures – City of Seattle Initiative Measure No. 137**

Dear Scheereen Dedman:

King County Elections has completed verification of the signatures submitted to our office for City of Seattle Initiative Measure No. 137.

Of the signatures that were compared against those on file with our office, it was determined that the required number of 26,521 are those of eligible registered voters. Therefore, this petition is deemed sufficient. A certificate of sufficiency is enclosed.

If you have any questions, please do not hesitate to contact me directly or my staff.

Sincerely,

Julie Wise  
Director of Elections

cc: Tiffani McCoy, petitioner  
Ivan Sandoval, Assistant City Clerk, Office of the City Clerk  
Janice Case, Deputy Director, King County Elections  
Jacob Lodge, Voter Services Manager, King County Elections



Please return signed petitions forms to:

House Our Neighbors  
600 1<sup>st</sup> Ave. Suite 531  
Seattle, WA 98104

Telephone: (206) 822-1812  
Email: info@houseourneighbors.org  
www.letsbuildsocialhousing.org

**INITIATIVE PETITION FOR SUBMISSION TO THE CITY COUNCIL OF SEATTLE**

To the City Council of The City of Seattle:

We, the undersigned registered voters of The City of Seattle, State of Washington, propose and ask for the enactment as an ordinance of the measure known as Initiative Measure No. .... entitled:

[Ballot title pending. PROPOSED TITLE: City of Seattle Initiative Measure \_\_\_\_\_ concerns excess compensation payroll taxes to fund the Social Housing Developer. This initiative would create the social housing tax to secure funding for the Seattle Social Housing Developer to develop, own, and maintain mixed-income social housing developments that are publicly owned. The social housing tax would be an excise tax on employer payroll expenses for employees in Seattle who are compensated over \$1,000,000 annually.]

a full, true and correct copy of which is included herein, and we petition the Council to enact said measure as an ordinance; and, if not enacted within forty-five (45) days from the time of receipt thereof by the City Council, then to be submitted to the qualified electors of The City of Seattle for approval or rejection at the next regular election or at a special election in accordance with Article IV, Section 1 of the City Charter; and each of us for himself or herself says: I have personally signed this petition; I am a registered voter of The City of Seattle, State of Washington, and my residence address is correctly stated.

WARNING: Ordinance 94289 provides as follows: Section 1. It is unlawful for any person: 1. To sign or decline to sign any petition for a City initiative, referendum, or Charter amendment, in exchange for any consideration or gratuity or promise thereof; or 2. To give or offer any consideration or gratuity to anyone to induce him or her to sign or not to sign a petition for a City initiative, referendum, or Charter amendment; or 3. To interfere with or attempt to interfere with the right of any voter to sign or not to sign a petition for a City initiative, referendum, or Charter amendment petition by threat, intimidation or any other corrupt means or practice; or 4. To sign a petition for a City initiative, referendum, or Charter amendment with any other than his or her true name, or to knowingly sign more than one (1) petition for the same initiative, referendum or Charter amendment measure, or to sign any such petition knowing that he or she is not a registered voter of The City of Seattle. The provisions of this ordinance shall be printed as a warning on every petition for a City initiative, referendum, or Charter amendment. Section 2. Any person violating any of the provisions of this ordinance shall upon conviction thereof be punishable by a fine of not more than Five Hundred Dollars (\$500) or by imprisonment in the City Jail for a period not to exceed six (6) months, or by both such fine and imprisonment.

Petitioner's Signature	Printed Name	Residence Address Street and Number	Date Signed
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

FILED  
 CITY OF SEATTLE  
 24 FEB 13 AM 11:30  
 CITY CLERK

AN ACT to levy an excess compensation payroll expense tax to fund the Seattle Social Housing Developer.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF SEATTLE

Section 1. A new Chapter 5.37 is added to Title 5 of the Seattle Municipal Code as follows:

**Chapter 5.37 SOCIAL HOUSING TAX**

**5.37.000 Purpose**

On February 14, 2023, Seattle voters approved Initiative 135 by a 14-point margin. I-135 created the Seattle Social Housing Developer to develop, own, and maintain social housing developments in the City of Seattle and for all related lawful purposes or public functions within the limits of the City of Seattle and outside of the City to the extent provided by state law. Social housing is available to all, permanently affordable, and publicly owned in perpetuity. Social housing will increase the supply of permanent, truly affordable housing for Seattle residents. Social housing is an internationally proven model that spans multiple countries and continents, including but not limited to: Maryland's Montgomery County, Toronto, Finland, Singapore, France, Vienna, and New Zealand to name a few. The social housing tax levied through this initiative provides a progressive revenue source that will support the Seattle Social Housing Developer's efforts to expand access to affordable social housing in Seattle by funding the construction and acquisition of social housing, operation costs, maintenance costs, rehabilitation of acquisitions, making control investments in housing developments, and other functions that advance its mission. The housing developed under this ordinance will be permanently protected for public use, dedicated to workforce and community housing, and will thereby increase the supply of permanent, truly affordable housing. The social housing payroll tax will provide a critical, ongoing revenue stream for the Seattle Social Housing Developer to fulfill its mission as outlined in Initiative 135. This revenue stream should eventually complement other sources of funding as the Seattle Social Housing Developer looks to federal grants, State of Washington revenue streams, and other sources to accelerate its ability to build and acquire social housing.

**5.37.010 Administrative provisions**

The provisions contained in Chapter 5.55 shall apply to the taxes imposed in this Chapter except as expressly stated to the contrary herein.

**5.37.020 Definitions**

The definitions applicable to Chapter 5.38, as in effect on January 1, 2024, shall be fully applicable to this Chapter except as may be expressly stated to the contrary herein. The following additional definition shall apply throughout this Chapter 5.37:

"Excess compensation" means annual compensation to an employee in excess of \$1,000,000.

**5.37.030. Determining excess compensation paid in Seattle to employees**

For employees who receive excess compensation, the taxpayer shall determine the amount of excess compensation subject to the tax levied in this Chapter by calculating the portion of such excess compensation paid in Seattle using the method for making such determination with respect to compensation under Section 5.38.025, as in effect on January 1, 2024.

**5.37.040 Tax Imposed – Rate**

- A. An excess compensation payroll expense tax is hereby levied upon and shall be collected from persons engaging in business within Seattle.
- B. The amount of tax due shall be 5% of the excess compensation paid in Seattle for each employee of the taxpayer.
- C. The tax imposed by this Chapter is levied on businesses. A business may not make any deductions from the employees' compensation to pay for this tax.
- D. The tax imposed by this Chapter is in addition to the payroll expense tax levied under Chapter 5.38.

**5.37.050 Exemptions from the tax**

- A. The following are exempt from the tax imposed by this Chapter:
  1. Any individual who is an independent contractor for purposes of the business license tax under subsection 5.45.090.S and whose excess compensation is included in the tax paid by another business pursuant to Section 5.37.040.
  2. Businesses that are preempted from taxation by cities pursuant to federal or state statutes or regulations, including the businesses identified in subsection 5.38.040.A.4, as in effect on January 1, 2024.

**5.37.060 Allocation and apportionment**

The provisions of Section 5.38.050, as in effect on January 1, 2024, shall have full force and application with respect to the tax imposed in this Chapter.

**5.37.070 Allocation of proceeds**

A. All revenue received through the tax levied in this Chapter shall be allocated as follows:

1. At least 95% of the tax revenue shall be allocated and promptly transferred to Seattle's Social Housing Developer, the Public Development Authority established by Initiative 135.
2. Up to 5% of the tax revenue may be allocated to administer the tax, but in no event shall the amount so allocated exceed \$2,000,000 per year.

**5.37.080 When due**

- A. The tax imposed by this Chapter shall take effect as of January 1, 2025, and shall be due and payable in quarterly installments in accordance with Section 5.55.040.
- B. The Director may use discretion to assign businesses to an annual reporting period. Forms for such filings shall be prescribed by the Director. Persons discontinuing their business activities in Seattle shall report and pay the excess compensation payroll expense tax at the same time as they file their final business license tax return under Chapter 5.45.

**5.37.090 Tax in addition to other license fees or taxes**

The tax imposed herein shall be in addition to any license fee or tax imposed or levied under any other law, statute, or ordinance, whether imposed or levied by the City, the State, or other governmental entity or political subdivision.

**5.37.100 Tax part of operating overhead**

It is not the intention of this Chapter that the taxes herein levied upon persons engaging in business be construed as taxes upon the customers of such businesses, but that taxes shall be levied upon, and collectible from, the person engaging in the business activities herein designated and that such taxes or fees shall constitute a part of the operating overhead or cost of doing business of such persons.

**5.37.110 Rules and regulations**

The Director shall adopt, publish, and enforce rules and regulations not inconsistent with this Chapter for the purpose of carrying out the provisions of this Chapter, including but not limited to rules to ensure that businesses subject to both the payroll expense tax under Chapter 5.38 and the tax under this Chapter are able to streamline and consolidate their filings for those taxes.

Section 2. Section 5.30.010 of the Seattle Municipal Code, last amended by Ordinance 126880, is amended as follows:

**5.30.010 - Definition provisions**

The definitions contained in this Chapter 5.30 shall apply to Chapters 5.35 (Commercial Parking Tax), 5.37 (Social Housing Tax), 5.38 (Payroll Expense Tax), 5.39 (Transportation Network Company Tax), 5.40 (Admission Tax), 5.45 (Business License Tax), 5.46 (Square Footage Tax), 5.48 (Business Tax—Utilities), 5.50 (Firearms and Ammunition Tax), 5.52 (Gambling Tax), 5.53 (Sweetened Beverage Tax), and 5.55 (General Administrative Provisions) unless expressly provided for otherwise therein, and shall also apply to other chapters and sections as expressly indicated in each chapter or section. Words in the singular number shall include the plural and the plural shall include the singular. Words in one gender shall include all other genders.

Section 3. Subsection 5.30.060.C of the Seattle Municipal Code, which section was last amended by Ordinance 126880 is amended as follows:

**5.30.060 Definitions, T—Z**

\*\*\*

C. "Taxpayer" means any person required by Chapter 5.55 to have a business license tax certificate, or liable for any license, tax, or fee, or for the collection of any tax or fee, under Chapters 5.35 (Commercial Parking Tax), 5.37 (Social Housing Tax), 5.38 (Payroll Expense Tax), 5.39 (Transportation Network Company Tax), 5.40 (Admission Tax), 5.45 (Business License Tax), 5.46 (Square Footage Tax), 5.47 (Heating Oil Tax), 5.48 (Business Tax—Utilities), 5.50 (Firearms and Ammunition Tax), 5.52 (Gambling Tax), and 5.53 (Sweetened Beverage Tax), or who engages in any business or who performs any act for which a tax or fee is imposed under those chapters.

\*\*\*

Section 4. Section 5.55.010 of the Seattle Municipal Code, last amended by Ordinance 126880, is amended as follows:

**5.55.010 Application of chapter stated**

Unless expressly stated to the contrary in each chapter, the provisions of this Chapter 5.55 shall apply with respect to the licenses and taxes imposed under this Chapter 5.55 and Chapters 5.35 (Commercial Parking Tax), 5.37 (Social Housing Tax), 5.38 (Payroll Expense Tax), 5.39 (Transportation Network Company Tax), 5.40 (Admission Tax), 5.45 (Business License Tax), 5.46 (Square Footage Tax), 5.48 (Business Tax—Utilities), 5.50 (Firearms and Ammunition Tax), 5.52 (Gambling Tax), 5.53 (Sweetened Beverage Tax), and under other titles, chapters, and sections in such manner and to such extent as indicated in each such title, chapter, or section.

Section 5. Subsection 5.55.040.A of the Seattle Municipal Code, which section was last amended by Ordinance 126880, is amended as follows:

**5.55.040 When due and payable—Reporting periods—Monthly, quarterly, and annual returns—Threshold provisions—Computing time periods—Failure to file returns**

A. Other than any annual license fee or registration fee assessed under this Chapter 5.55, the taxes imposed by Chapters 5.35 (Commercial Parking Tax), 5.37 (Social Housing Tax), 5.38 (Payroll Expense Tax), 5.39 (Transportation Network Company Tax), 5.40 (Admission Tax), 5.45 (Business License Tax), 5.46 (Square Footage Tax), 5.48 (Business Tax—Utilities), 5.50 (Firearms and Ammunition Tax), 5.52 (Gambling Tax), and 5.53 (Sweetened Beverage Tax) shall be due and payable in quarterly installments. The Director may use discretion to assign businesses to a monthly or annual reporting period depending on the tax amount owing or type of tax. Taxes imposed by subsections 5.52.030.A.2 and 5.52.030.B.2 for punch boards and pull-tabs shall be due and payable in monthly installments. Tax returns and payments are due on or before the last day of the next month following the end of the assigned reporting period covered by the return. Effective January 1, 2021, tax returns and payments are due on or before the time as provided in RCW 82.32.045(1), (2), and (3).

\*\*\*

Section 6. Subsection 5.55.060.A of the Seattle Municipal Code, which section was last amended by Ordinance 126880, is amended as follows:

**5.55.060 Records to be preserved—Examination—Inspection—Search warrants—Estoppel to question assessment**

A. Every person liable for any fee or tax imposed by this Chapter 5.55 and Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53 shall keep and preserve, for a period of five years after filing a tax return, such records as may be necessary to determine the amount of any fee or tax for which the person may be liable; which records shall include copies of all federal income tax and state tax returns and reports made by the person. All books, records, papers, invoices, ticket stubs, vendor lists, gambling games, and payout information, inventories, stocks of merchandise, and other data, including federal income tax and state tax returns, and reports needed to determine the accuracy of any taxes due, shall be open for inspection or examination at any time by the Director or a duly authorized agent. Every person's business premises shall be open for inspection or examination by the Director or a duly authorized agent. For the purposes of this Section 5.55.060, for the tax imposed by Chapter 5.53, "business premises" means wherever the person's business records and tax documents are maintained and does not mean every site owned or operated by the person.

\*\*\*

Section 7. Section 5.55.150 of the Seattle Municipal Code, which section was last amended by Ordinance 126880, is amended as follows:

**5.55.150 Appeal to the Hearing Examiner**

\*\*\*

E. The Hearing Examiner shall ascertain the correct amount of the tax, fee, interest, or penalty due either by affirming, reversing, or modifying an action of the Director. Reversal or modification is proper if the Director's assessment or refund denial violates the terms of this Chapter 5.55, or Chapters 5.30, 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, or 5.53.

\*\*\*

Section 8. Section 5.55.165 of the Seattle Municipal Code, last amended by Ordinance 126880, is amended as follows:

**5.55.165 Director of Finance and Administrative Services to make rules**

The Director of Finance and Administrative Services shall have the power and it shall be the Director's duty, from time to time, to adopt, publish, and enforce rules and regulations not inconsistent with this Chapter 5.55, with Chapters 5.30, 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, or 5.53, or with law for the purpose of carrying out the provisions of such chapters, and it shall be unlawful to violate or fail to comply with any such rule or regulation.

Section 9. Subsections 5.55.220.A and 5.55.220.B of the Seattle Municipal Code, which section was last amended by Ordinance 126880, are amended as follows:

**5.55.220 Unlawful actions—Violation—Penalties**

A. It shall be unlawful for any person subject to the provisions of this Chapter 5.55 or Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53:

1. To violate or fail to comply with any of the provisions of this Chapter 5.55, or Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53, or any lawful rule or regulation adopted by the Director;

2. To make or manufacture any license required by this Chapter 5.55 except upon authority of the Director;

3. To make any false statement on any license, application, or tax return;

4. To aid or abet any person in any attempt to evade payment of a license fee or tax;

5. To refuse admission to the Director to inspect the premises and/or records as required by this Chapter 5.55, or to otherwise interfere with the Director in the performance of duties imposed by Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53;

6. To fail to appear or testify in response to a subpoena issued pursuant to Section 3.02.120 in any proceeding to determine compliance with this Chapter 5.55 and Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53;

7. To testify falsely in any investigation, audit, or proceeding conducted pursuant to this Chapter 5.55;

8. To continue to engage in any business activity, profession, trade, or occupation after the revocation of or during a period of suspension of a business license tax certificate issued under Section 5.55.030; or

9. In any manner, to hinder or delay the City or any of its officers in carrying out the provisions of this Chapter 5.55 or Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53.

B. Each violation of or failure to comply with the provisions of this Chapter 5.55, or Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, or 5.53 shall constitute a separate offense. Except as provided in subsection 5.55.220.C, any person who commits an act defined in subsection 5.55.220.A is guilty of a gross misdemeanor, punishable in accordance with Section 12A.02.070. The provisions of Chapters 12A.02 and 12A.04 apply to the offenses defined in subsection 5.55.220.A, except that liability is absolute and none of the mental states described in Section 12A.04.030 need be proved.

\*\*\*

Section 10. Subsection 5.55.230.A of the Seattle Municipal Code, which section was last amended by Ordinance 126880, is amended as follows:

**5.55.230 Denial, revocation of, or refusal to renew business license tax certificate**

A. The Director, or the Director's designee, has the power and authority to deny, revoke, or refuse to renew any business license tax certificate issued under the provisions of this Chapter 5.55. The Director, or the Director's designee, shall notify such applicant or licensee in writing by mail in accordance with Section 5.55.180 of the denial of, revocation of, or refusal to renew the license and on what grounds such a decision was based. The Director may deny, revoke, or refuse to renew any business license tax certificate or other license issued under this Chapter 5.55 on one or more of the following grounds:

1. The license was procured by fraud or false representation of fact.

2. The licensee has failed to comply with any provisions of this Chapter 5.55.

3. The licensee has failed to comply with any provisions of Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, or 5.53.

4. The licensee is in default in any payment of any license fee or tax under Title 5 or Title 6.

\*\*\*

Section 11. Subsection 6.208.020.A of the Seattle Municipal Code, which section was last amended by Ordinance 126880, is amended as follows:

**6.208.020 Denial, revocation of, or refusal to renew business license**

A. In addition to any other powers and authority provided under this Title 6, the Director, or the Director's designee, has the power and authority to deny, revoke, or refuse to renew any business license issued under the provisions of this Chapter 6.208. The Director, or the Director's designee, shall notify such applicant or licensee in writing by mail of the denial, revocation of, or refusal to renew the license and on what grounds such a decision was based. The Director may deny, revoke, or refuse to renew any license issued under this Chapter 6.208 on one or more of the following grounds:

1. The license was procured by fraud or false representation of fact.

2. The licensee has failed to comply with any provisions of this Chapter 6.208.

3. The licensee has failed to comply with any provisions of Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, or 5.52.

4. The licensee is in default in any payment of any license fee or tax under Title 5 or Title 6.

5. The property at which the business is located has been determined by a court to be a chronic nuisance property as provided in Chapter 10.09.

FILED  
24 FEB 13 AM 11:31  
CLERK OF SEATTLE

6. The applicant or licensee has been convicted of theft under subsection 12A.08.060.A.4 within the last ten years.

7. The applicant or licensee is a person subject within the last ten years to a court order entering final judgment for violations of chapters 49.46, 49.48, or 49.52 RCW, or 29 U.S.C. 206 or 29 U.S.C. 207, and the judgment was not satisfied within 30 days of the later of either:

a. The expiration of the time for filing an appeal from the final judgment order under the court rules in effect at the time of the final judgment order; or

b. If a timely appeal is made, the date of the final resolution of that appeal and any subsequent appeals resulting in final judicial affirmation of the findings of violations of chapters 49.46, 49.48, or 49.52 RCW, or 29 U.S.C. 206 or 29 U.S.C. 207.

8. The applicant or licensee is a person subject within the last ten years to a final and binding citation and notice of assessment from the Washington Department of Labor and Industries for violations of chapters 49.46, 49.48, or 49.52 RCW, and the citation amount and penalties assessed therewith were not satisfied within 30 days of the date the citation became final and binding.

9. Pursuant to relevant provisions in Title 8, subsections 14.16.100.A.4, 14.17.075.A, 14.19.100.A.4, 14.20.080.A.4, 14.22.115.A.4, 14.23.115.A.4, 14.26.210.A.4, 14.27.210.A.4, 14.28.210.A.4, 14.30.180.A.4, 14.33.210.A.4, and 14.34.210.A.4, subsection 100.240.A.4 of Ordinance 126091, subsection 100.240.A.4 of Ordinance 126094, and subsection 100.240.A.4 of Ordinance 126274, the applicant or licensee has failed to comply, within 30 days of service of any settlement agreement, with any final order issued by the Director of the Office of Labor Standards, or any final order issued by the Hearing Examiner under Title 8, Chapters 14.16, 14.17, 14.19, 14.20, 14.22, 14.23, 14.26, 14.27, 14.28, 14.29, 14.30, 14.33, and 14.34, Ordinance 126091, Ordinance 126094, and Ordinance 126274 for which all appeal rights have been exhausted, and the Director of the Office of Labor Standards has requested that the Director deny, refuse to renew, or revoke any business license held or requested by the applicant or licensee. The denial, refusal to renew, or revocation shall remain in effect until such time as the violation(s) under Title 8, Chapters 14.16, 14.17, 14.19, 14.20, 14.22, 14.23, 14.26, 14.27, 14.28, 14.29, 14.30, 14.33, and 14.34, Ordinance 126091, Ordinance 126094, and Ordinance 126274 are remedied.

10. The business is one that requires an additional license under this Title 6 and the business does not hold that license.

11. The business has been determined under a separate enforcement process to be operating in violation of law.

\*\*\*

Section 12. Section 12 of City of Seattle Initiative Measure 135 shall be amended as follows:

**Section 12. City Startup Support.**

The City shall provide the Public Developer limited in-kind assistance as necessary for the first 18 months of startup, including but not limited to office space, staffing, supplies, insurance and bonding, and legal services. This in-kind support shall include hiring and retaining the Public Developer's chief executive officer and chief financial officer. This in-kind support shall not derive from any existing housing funding or reduce any City support for other housing projects. The City Council or the people acting through the initiative power shall ~~will~~ decide the amount of subsequent City support for the Public Developer, which may include funds from any source available to do so including, without limitation, the general fund, grant funds, and by issuing Councilmanic Revenue Bonds.

Section 13. Severability. The provisions of this ballot initiative are declared to be separate and severable. If any clause, sentence, paragraph, section, or portion of this ballot initiative, or the application thereof to any person or circumstances is held to be invalid, it shall not affect the validity of the remainder, or the validity of its application to other persons or circumstances.

FILED  
CITY OF SEATTLE  
24 FEB 13 AM 11:31  
CITY CLERK



# SCHEEREN DEDMAN SEATTLE CITY CLERK

## PROPOSED INITIATIVE PETITION SUBMITTAL RECEIPT

Initiative No. 137

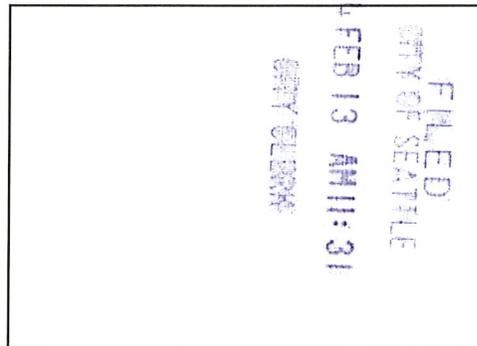
On February 13, 2024 at 11:38 <sup>11:28</sup> a.m./p.m., I filed one paper and one electronic copy of a proposed Initiative Petition with the Seattle City Clerk.

Signed [Signature]  
Print Name Tiffani McElroy

---

### CITY CLERK ACKNOWLEDGEMENT OF RECEIPT

Date/Time Stamp:



[Signature]

Received by (signature)

Scheereen Dedman

Received by (printed name and title)



Please return signed petitions forms to:

House Our Neighbors  
600 1<sup>st</sup> Ave. Suite 531  
Seattle, WA 98104

Telephone: (206) 822-1812  
Email: info@houseourneighbors.org  
www.letsbuildsocialhousing.org

**INITIATIVE PETITION FOR SUBMISSION TO THE CITY COUNCIL OF SEATTLE**

To the City Council of The City of Seattle:

We, the undersigned registered voters of The City of Seattle, State of Washington, propose and ask for the enactment as an ordinance of the measure known as Initiative Measure No. .... entitled:

[Ballot title pending. PROPOSED TITLE: City of Seattle Initiative Measure \_\_\_\_ concerns excess compensation payroll taxes to fund the Social Housing Developer. This initiative would create the social housing tax to secure funding for the Seattle Social Housing Developer to develop, own, and maintain mixed-income social housing developments that are publicly owned. The social housing tax would be an excise tax on employer payroll expenses for employees in Seattle who are compensated over \$1,000,000 annually.]

a full, true and correct copy of which is included herein, and we petition the Council to enact said measure as an ordinance; and, if not enacted within forty-five (45) days from the time of receipt thereof by the City Council, then to be submitted to the qualified electors of The City of Seattle for approval or rejection at the next regular election or at a special election in accordance with Article IV, Section 1 of the City Charter; and each of us for himself or herself says: I have personally signed this petition; I am a registered voter of The City of Seattle, State of Washington, and my residence address is correctly stated.

WARNING: Ordinance 94289 provides as follows: Section 1. It is unlawful for any person: 1. To sign or decline to sign any petition for a City initiative, referendum, or Charter amendment, in exchange for any consideration or gratuity or promise thereof; or 2. To give or offer any consideration or gratuity to anyone to induce him or her to sign or not to sign a petition for a City initiative, referendum, or Charter amendment; or 3. To interfere with or attempt to interfere with the right of any voter to sign or not to sign a petition for a City initiative, referendum, or Charter amendment petition by threat, intimidation or any other corrupt means or practice; or 4. To sign a petition for a City initiative, referendum, or Charter amendment with any other than his or her true name, or to knowingly sign more than one (1) petition for the same initiative, referendum or Charter amendment measure, or to sign any such petition knowing that he or she is not a registered voter of The City of Seattle. The provisions of this ordinance shall be printed as a warning on every petition for a City initiative, referendum, or Charter amendment. Section 2. Any person violating any of the provisions of this ordinance shall upon conviction thereof be punishable by a fine of not more than Five Hundred Dollars (\$500) or by imprisonment in the City Jail for a period not to exceed six (6) months, or by both such fine and imprisonment.

Petitioner's Signature	Printed Name	Residence Address Street and Number	Date Signed
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

AN ACT to levy an excess compensation payroll expense tax to fund the Seattle Social Housing Developer.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF SEATTLE:

Section 1. A new Chapter 5.37 is added to Title 5 of the Seattle Municipal Code as follows:

**Chapter 5.37 SOCIAL HOUSING TAX**

**5.37.000 Purpose**

On February 14, 2023, Seattle voters approved Initiative 135 by a 14-point margin. I-135 created the Seattle Social Housing Developer to develop, own, and maintain social housing developments in the City of Seattle and for all related lawful purposes or public functions within the limits of the City of Seattle and outside of the City to the extent provided by state law. Social housing is available to all, permanently affordable, and publicly owned in perpetuity. Social housing will increase the supply of permanent, truly affordable housing for Seattle residents. Social housing is an internationally proven model that spans multiple countries and continents, including but not limited to: Maryland's Montgomery County, Toronto, Finland, Singapore, France, Vienna, and New Zealand to name a few. The social housing tax levied through this initiative provides a progressive revenue source that will support the Seattle Social Housing Developer's efforts to expand access to affordable social housing in Seattle by funding the construction and acquisition of social housing, operation costs, maintenance costs, rehabilitation of acquisitions, making control investments in housing developments, and other functions that advance its mission. The housing developed under this ordinance will be permanently protected for public use, dedicated to workforce and community housing, and will thereby increase the supply of permanent, truly affordable housing. The social housing payroll tax will provide a critical, ongoing revenue stream for the Seattle Social Housing Developer to fulfill its mission as outlined in Initiative 135. This revenue stream should eventually complement other sources of funding as the Seattle Social Housing Developer looks to federal grants, State of Washington revenue streams, and other sources to accelerate its ability to build and acquire social housing.

**5.37.010 Administrative provisions**

The provisions contained in Chapter 5.55 shall apply to the taxes imposed in this Chapter except as expressly stated to the contrary herein.

**5.37.020 Definitions**

The definitions applicable to Chapter 5.38, as in effect on January 1, 2024, shall be fully applicable to this Chapter except as may be expressly stated to the contrary herein. The following additional definition shall apply throughout this Chapter 5.37:

"Excess compensation" means annual compensation to an employee in excess of \$1,000,000.

**5.37.030. Determining excess compensation paid in Seattle to employees**

For employees who receive excess compensation, the taxpayer shall determine the amount of excess compensation subject to the tax levied in this Chapter by calculating the portion of such excess compensation paid in Seattle using the method for making such determination with respect to compensation under Section 5.38.025, as in effect on January 1, 2024.

**5.37.040 Tax Imposed – Rate**

- A. An excess compensation payroll expense tax is hereby levied upon and shall be collected from persons engaging in business within Seattle.
- B. The amount of tax due shall be 5% of the excess compensation paid in Seattle for each employee of the taxpayer.
- C. The tax imposed by this Chapter is levied on businesses. A business may not make any deductions from the employees' compensation to pay for this tax.
- D. The tax imposed by this Chapter is in addition to the payroll expense tax levied under Chapter 5.38.

**5.37.050 Exemptions from the tax**

- A. The following are exempt from the tax imposed by this Chapter:
  1. Any individual who is an independent contractor for purposes of the business license tax under subsection 5.45.090.S and whose excess compensation is included in the tax paid by another business pursuant to Section 5.37.040.
  2. Businesses that are preempted from taxation by cities pursuant to federal or state statutes or regulations, including the businesses identified in subsection 5.38.040.A.4, as in effect on January 1, 2024.

**5.37.060 Allocation and apportionment**

The provisions of Section 5.38.050, as in effect on January 1, 2024, shall have full force and application with respect to the tax imposed in this Chapter.

**5.37.070 Allocation of proceeds**

- A. All revenue received through the tax levied in this Chapter shall be allocated as follows:
  - 1. At least 95% of the tax revenue shall be allocated and promptly transferred to Seattle’s Social Housing Developer, the Public Development Authority established by Initiative 135.
  - 2. Up to 5% of the tax revenue may be allocated to administer the tax, but in no event shall the amount so allocated exceed \$2,000,000 per year.

**5.37.080 When due**

- A. The tax imposed by this Chapter shall take effect as of January 1, 2025, and shall be due and payable in quarterly installments in accordance with Section 5.55.040.
- B. The Director may use discretion to assign businesses to an annual reporting period. Forms for such filings shall be prescribed by the Director. Persons discontinuing their business activities in Seattle shall report and pay the excess compensation payroll expense tax at the same time as they file their final business license tax return under Chapter 5.45.

**5.37.090 Tax in addition to other license fees or taxes**

The tax imposed herein shall be in addition to any license fee or tax imposed or levied under any other law, statute, or ordinance, whether imposed or levied by the City, the State, or other governmental entity or political subdivision.

**5.37.100 Tax part of operating overhead**

It is not the intention of this Chapter that the taxes herein levied upon persons engaging in business be construed as taxes upon the customers of such businesses, but that taxes shall be levied upon, and collectible from, the person engaging in the business activities herein designated and that such taxes or fees shall constitute a part of the operating overhead or cost of doing business of such persons.

**5.37.110 Rules and regulations**

The Director shall adopt, publish, and enforce rules and regulations not inconsistent with this Chapter for the purpose of carrying out the provisions of this Chapter, including but not limited to rules to ensure that businesses subject to both the payroll expense tax under Chapter 5.38 and the tax under this Chapter are able to streamline and consolidate their filings for those taxes.

Section 2. Section 5.30.010 of the Seattle Municipal Code, last amended by Ordinance 126880, is amended as follows:

**5.30.010 - Definition provisions**

The definitions contained in this Chapter 5.30 shall apply to Chapters 5.35 (Commercial Parking Tax), 5.37 (Social Housing Tax), 5.38 (Payroll Expense Tax), 5.39 (Transportation Network Company Tax), 5.40 (Admission Tax), 5.45 (Business License Tax), 5.46 (Square Footage Tax), 5.48 (Business Tax—Utilities), 5.50 (Firearms and Ammunition Tax), 5.52 (Gambling Tax), 5.53 (Sweetened Beverage Tax), and 5.55 (General Administrative Provisions) unless expressly provided for otherwise therein, and shall also apply to other chapters and sections as expressly indicated in each chapter or section. Words in the singular number shall include the plural and the plural shall include the singular. Words in one gender shall include all other genders.

Section 3. Subsection 5.30.060.C of the Seattle Municipal Code, which section was last amended by Ordinance 126880 is amended as follows:

**5.30.060 Definitions, T—Z**

\*\*\*

C. “Taxpayer” means any person required by Chapter 5.55 to have a business license tax certificate, or liable for any license, tax, or fee, or for the collection of any tax or fee, under Chapters 5.35 (Commercial Parking Tax), 5.37 (Social Housing Tax), 5.38 (Payroll Expense Tax), 5.39 (Transportation Network Company Tax), 5.40 (Admission Tax), 5.45 (Business License Tax), 5.46 (Square Footage Tax), 5.47 (Heating Oil Tax), 5.48 (Business Tax—Utilities), 5.50 (Firearms and Ammunition Tax), 5.52 (Gambling Tax), and 5.53 (Sweetened Beverage Tax), or who engages in any business or who performs any act for which a tax or fee is imposed under those chapters.

\*\*\*

Section 4. Section 5.55.010 of the Seattle Municipal Code, last amended by Ordinance 126880, is amended as follows:

**5.55.010 Application of chapter stated**

Unless expressly stated to the contrary in each chapter, the provisions of this Chapter 5.55 shall apply with respect to the licenses and taxes imposed under this Chapter 5.55 and Chapters 5.35 (Commercial Parking Tax), 5.37 (Social Housing Tax), 5.38 (Payroll Expense Tax), 5.39 (Transportation Network Company Tax), 5.40 (Admission Tax), 5.45 (Business License Tax), 5.46 (Square Footage Tax), 5.48 (Business Tax—Utilities), 5.50 (Firearms and Ammunition Tax), 5.52 (Gambling Tax), 5.53 (Sweetened Beverage Tax), and under other titles, chapters, and sections in such manner and to such extent as indicated in each such title, chapter, or section.

Section 5. Subsection 5.55.040.A of the Seattle Municipal Code, which section was last amended by Ordinance 126880, is amended as follows:

**5.55.040 When due and payable—Reporting periods—Monthly, quarterly, and annual returns—Threshold provisions—Computing time periods—Failure to file returns**

A. Other than any annual license fee or registration fee assessed under this Chapter 5.55, the taxes imposed by Chapters 5.35 (Commercial Parking Tax), 5.37 (Social Housing Tax), 5.38 (Payroll Expense Tax), 5.39 (Transportation Network Company Tax), 5.40 (Admission Tax), 5.45 (Business License Tax), 5.46 (Square Footage Tax), 5.48 (Business Tax—Utilities), 5.50 (Firearms and Ammunition Tax), 5.52 (Gambling Tax), and 5.53 (Sweetened Beverage Tax) shall be due and payable in quarterly installments. The Director may use discretion to assign businesses to a monthly or annual reporting period depending on the tax amount owing or type of tax. Taxes imposed by subsections 5.52.030.A.2 and 5.52.030.B.2 for punch boards and pull-tabs shall be due and payable in monthly installments. Tax returns and payments are due on or before the last day of the next month following the end of the assigned reporting period covered by the return. Effective January 1, 2021, tax returns and payments are due on or before the time as provided in RCW 82.32.045(1), (2), and (3).

\*\*\*

Section 6. Subsection 5.55.060.A of the Seattle Municipal Code, which section was last amended by Ordinance 126880, is amended as follows:

**5.55.060 Records to be preserved—Examination—Inspection—Search warrants—Estoppel to question assessment**

A. Every person liable for any fee or tax imposed by this Chapter 5.55 and Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53 shall keep and preserve, for a period of five years after filing a tax return, such records as may be necessary to determine the amount of any fee or tax for which the person may be liable; which records shall include copies of all federal income tax and state tax returns and reports made by the person. All books, records, papers, invoices, ticket stubs, vendor lists, gambling games, and payout information, inventories, stocks of merchandise, and other data, including federal income tax and state tax returns, and reports needed to determine the accuracy of any taxes due, shall be open for inspection or examination at any time by the Director or a duly authorized agent. Every person's business premises shall be open for inspection or examination by the Director or a duly authorized agent. For the purposes of this Section 5.55.060, for the tax imposed by Chapter 5.53, "business premises" means wherever the person's business records and tax documents are maintained and does not mean every site owned or operated by the person.

\*\*\*

Section 7. Section 5.55.150 of the Seattle Municipal Code, which section was last amended by Ordinance 126880, is amended as follows:

**5.55.150 Appeal to the Hearing Examiner**

\*\*\*

E. The Hearing Examiner shall ascertain the correct amount of the tax, fee, interest, or penalty due either by affirming, reversing, or modifying an action of the Director. Reversal or modification is proper if the Director's assessment or refund denial violates the terms of this Chapter 5.55, or Chapters 5.30, 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, or 5.53.

\*\*\*

Section 8. Section 5.55.165 of the Seattle Municipal Code, last amended by Ordinance 126880, is amended as follows:

**5.55.165 Director of Finance and Administrative Services to make rules**

The Director of Finance and Administrative Services shall have the power and it shall be the Director's duty, from time to time, to adopt, publish, and enforce rules and regulations not inconsistent with this Chapter 5.55, with Chapters 5.30, 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, or 5.53, or with law for the purpose of carrying out the provisions of such chapters, and it shall be unlawful to violate or fail to comply with any such rule or regulation.

Section 9. Subsections 5.55.220.A and 5.55.220.B of the Seattle Municipal Code, which section was last amended by Ordinance 126880, are amended as follows:

**5.55.220 Unlawful actions—Violation—Penalties**

A. It shall be unlawful for any person subject to the provisions of this Chapter 5.55 or Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53:

1. To violate or fail to comply with any of the provisions of this Chapter 5.55, or Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53, or any lawful rule or regulation adopted by the Director;

2. To make or manufacture any license required by this Chapter 5.55 except upon authority of the Director;

3. To make any false statement on any license, application, or tax return;

4. To aid or abet any person in any attempt to evade payment of a license fee or tax;

5. To refuse admission to the Director to inspect the premises and/or records as required by this Chapter 5.55, or to otherwise interfere with the Director in the performance of duties imposed by Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53;

6. To fail to appear or testify in response to a subpoena issued pursuant to Section 3.02.120 in any proceeding to determine compliance with this Chapter 5.55 and Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53;

7. To testify falsely in any investigation, audit, or proceeding conducted pursuant to this Chapter 5.55;

8. To continue to engage in any business activity, profession, trade, or occupation after the revocation of or during a period of suspension of a business license tax certificate issued under Section 5.55.030; or

9. In any manner, to hinder or delay the City or any of its officers in carrying out the provisions of this Chapter 5.55 or Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53.

B. Each violation of or failure to comply with the provisions of this Chapter 5.55, or Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, or 5.53 shall constitute a separate offense. Except as provided in subsection 5.55.220.C, any person who commits an act defined in subsection 5.55.220.A is guilty of a gross misdemeanor, punishable in accordance with Section 12A.02.070. The provisions of Chapters 12A.02 and 12A.04 apply to the offenses defined in subsection 5.55.220.A, except that liability is absolute and none of the mental states described in Section 12A.04.030 need be proved.

\*\*\*

Section 10. Subsection 5.55.230.A of the Seattle Municipal Code, which section was last amended by Ordinance 126880, is amended as follows:

**5.55.230 Denial, revocation of, or refusal to renew business license tax certificate**

A. The Director, or the Director's designee, has the power and authority to deny, revoke, or refuse to renew any business license tax certificate issued under the provisions of this Chapter 5.55. The Director, or the Director's designee, shall notify such applicant or licensee in writing by mail in accordance with Section 5.55.180 of the denial of, revocation of, or refusal to renew the license and on what grounds such a decision was based. The Director may deny, revoke, or refuse to renew any business license tax certificate or other license issued under this Chapter 5.55 on one or more of the following grounds:

1. The license was procured by fraud or false representation of fact.

2. The licensee has failed to comply with any provisions of this Chapter 5.55.

3. The licensee has failed to comply with any provisions of Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, or 5.53.

4. The licensee is in default in any payment of any license fee or tax under Title 5 or Title 6.

\*\*\*

Section 11. Subsection 6.208.020.A of the Seattle Municipal Code, which section was last amended by Ordinance 126880, is amended as follows:

**6.208.020 Denial, revocation of, or refusal to renew business license**

A. In addition to any other powers and authority provided under this Title 6, the Director, or the Director's designee, has the power and authority to deny, revoke, or refuse to renew any business license issued under the provisions of this Chapter 6.208. The Director, or the Director's designee, shall notify such applicant or licensee in writing by mail of the denial, revocation of, or refusal to renew the license and on what grounds such a decision was based. The Director may deny, revoke, or refuse to renew any license issued under this Chapter 6.208 on one or more of the following grounds:

1. The license was procured by fraud or false representation of fact.

2. The licensee has failed to comply with any provisions of this Chapter 6.208.

3. The licensee has failed to comply with any provisions of Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, or 5.52.

4. The licensee is in default in any payment of any license fee or tax under Title 5 or Title 6.

5. The property at which the business is located has been determined by a court to be a chronic nuisance property as provided in Chapter 10.09.

6. The applicant or licensee has been convicted of theft under subsection 12A.08.060.A.4 within the last ten years.

7. The applicant or licensee is a person subject within the last ten years to a court order entering final judgment for violations of chapters 49.46, 49.48, or 49.52 RCW, or 29 U.S.C. 206 or 29 U.S.C. 207, and the judgment was not satisfied within 30 days of the later of either:

a. The expiration of the time for filing an appeal from the final judgment order under the court rules in effect at the time of the final judgment order; or

b. If a timely appeal is made, the date of the final resolution of that appeal and any subsequent appeals resulting in final judicial affirmation of the findings of violations of chapters 49.46, 49.48, or 49.52 RCW, or 29 U.S.C. 206 or 29 U.S.C. 207.

8. The applicant or licensee is a person subject within the last ten years to a final and binding citation and notice of assessment from the Washington Department of Labor and Industries for violations of chapters 49.46, 49.48, or 49.52 RCW, and the citation amount and penalties assessed therewith were not satisfied within 30 days of the date the citation became final and binding.

9. Pursuant to relevant provisions in Title 8, subsections 14.16.100.A.4, 14.17.075.A, 14.19.100.A.4, 14.20.080.A.4, 14.22.115.A.4, 14.23.115.A.4, 14.26.210.A.4, 14.27.210.A.4, 14.28.210.A.4, 14.30.180.A.4, 14.33.210.A.4, and 14.34.210.A.4, subsection 100.240.A.4 of Ordinance 126091, subsection 100.240.A.4 of Ordinance 126094, and subsection 100.240.A.4 of Ordinance 126274, the applicant or licensee has failed to comply, within 30 days of service of any settlement agreement, with any final order issued by the Director of the Office of Labor Standards, or any final order issued by the Hearing Examiner under Title 8, Chapters 14.16, 14.17, 14.19, 14.20, 14.22, 14.23, 14.26, 14.27, 14.28, 14.29, 14.30, 14.33, and 14.34, Ordinance 126091, Ordinance 126094, and Ordinance 126274 for which all appeal rights have been exhausted, and the Director of the Office of Labor Standards has requested that the Director deny, refuse to renew, or revoke any business license held or requested by the applicant or licensee. The denial, refusal to renew, or revocation shall remain in effect until such time as the violation(s) under Title 8, Chapters 14.16, 14.17, 14.19, 14.20, 14.22, 14.23, 14.26, 14.27, 14.28, 14.29, 14.30, 14.33, and 14.34, Ordinance 126091, Ordinance 126094, and Ordinance 126274 are remedied.

10. The business is one that requires an additional license under this Title 6 and the business does not hold that license.

11. The business has been determined under a separate enforcement process to be operating in violation of law.

\*\*\*

Section 12. Section 12 of City of Seattle Initiative Measure 135 shall be amended as follows:

**Section 12. City Startup Support.**

The City shall provide the Public Developer limited in-kind assistance as necessary for the first 18 months of startup, including but not limited to office space, staffing, supplies, insurance and bonding, and legal services. This in-kind support shall include hiring and retaining the Public Developer's chief executive officer and chief financial officer. This in-kind support shall not derive from any existing housing funding or reduce any City support for other housing projects. The City Council or the people acting through the initiative power shall ~~will~~ decide the amount of subsequent City support for the Public Developer, which may include funds from any source available to do so including, without limitation, the general fund, grant funds, and by issuing Councilmanic Revenue Bonds.

Section 13. Severability. The provisions of this ballot initiative are declared to be separate and severable. If any clause, sentence, paragraph, section, or portion of this ballot initiative, or the application thereof to any person or circumstances is held to be invalid, it shall not affect the validity of the remainder, or the validity of its application to other persons or circumstances.



SCHEEREN DEDMAN  
**OFFICE OF THE CITY CLERK**  
LEGISLATIVE DEPARTMENT

Via E-Mail: [tiffani@houseourneighbors.org](mailto:tiffani@houseourneighbors.org)

February 20, 2024

Attn: Tiffani McCoy  
House Our Neighbors!  
600 1<sup>st</sup> Ave. Suite 531  
Seattle, WA 98104

SUBJECT: *Form of Proposed Initiative Measure No. 137*  
*In re: an act to levy an excess compensation payroll expense tax to fund the*  
*Seattle Social Housing Developer.*

Dear Tiffani:

This notice acknowledges the receipt and filing of your proposed initiative measure with the Office of the City Clerk on Tuesday, February 13, 2024. Identification number, *Initiative Measure No. 137*, has been assigned to the proposed initiative measure.

The submitted petition has been reviewed for compliance with the appropriate formatting requirements. As provided for in SMC 2.08, Initiative Petitions, and the City of Seattle Office of the City Clerk Initiative Petition Guide, the petition will be in acceptable form once the following edits are made to the final petition:

1. *SMC 2.08.010 states the petition shall be typewritten and in a readable font; the use of no less than 10-point font in all petition sections is recommended.*
2. *The petition pages contain the warning language required by SMC 2.08.040 and RCW 35.21.005(2); a reordering of the text as prescribed by the code is recommended.*

Please be advised the proposed initiative measure was transmitted to the City Attorney's Office for review and preparation of a ballot title. The Office of the City Clerk will be in contact with you in writing and by telephonic notification no later than the end of business on Wednesday, February 21, 2024, for the purpose of transmitting the final ballot title.

Should you have any questions regarding the process, or the information contained herein, please contact me at 206-684-8361 or by email at [scheeren.dedman@seattle.gov](mailto:scheeren.dedman@seattle.gov).

Sincerely,

A handwritten signature in black ink, appearing to read 'Scheereen Dedman', with a long horizontal flourish extending to the right.

Scheereen Dedman  
City Clerk

Attachment: Clerk File No. 322950



Please return signed petitions forms to:

House Our Neighbors  
600 1<sup>st</sup> Ave. Suite 531  
Seattle, WA 98104

Telephone: (206) 822-1812  
Email: info@houseourneighbors.org  
www.letsbuildsocialhousing.org

WARNING: Ordinance 94289 provides as follows: Section 1. It is unlawful for any person: 1. To sign or decline to sign any petition for a City initiative, referendum, or Charter amendment, in exchange for any consideration or gratuity or promise thereof; or 2. To give or offer any consideration or gratuity to anyone to induce him or her to sign or not to sign a petition for a City initiative, referendum, or Charter amendment; or 3. To interfere with or attempt to interfere with the right of any voter to sign or not to sign a petition for a City initiative, referendum, or Charter amendment petition by threat, intimidation or any other corrupt means or practice; or 4. To sign a petition for a City initiative, referendum, or Charter amendment with any other than his or her true name, or to knowingly sign more than one (1) petition for the same initiative, referendum or Charter amendment measure, or to sign any such petition knowing that he or she is not a registered voter of The City of Seattle. The provisions of this ordinance shall be printed as a warning on every petition for a City initiative, referendum, or Charter amendment. Section 2. Any person violating any of the provisions of this ordinance shall upon conviction thereof be punishable by a fine of not more than Five Hundred Dollars (\$500) or by imprisonment in the City Jail for a period not to exceed six (6) months, or by both such fine and imprisonment.

**INITIATIVE PETITION FOR SUBMISSION TO THE CITY COUNCIL OF SEATTLE**

To the City Council of The City of Seattle:

We, the undersigned registered voters of The City of Seattle, State of Washington, propose and ask for the enactment as an ordinance of the measure known as Initiative Measure No. 137 entitled:

City of Seattle Initiative Measure 137 concerns a payroll expense tax to fund the Social Housing Developer.

This measure would impose a tax on payroll expenses for employers doing business in Seattle. The tax rate would be 5% on annual compensation above \$1,000,000 paid in Seattle to any employee. Proceeds would support the Social Housing Developer, a public development authority created to develop, own, and maintain social housing in Seattle. The tax imposed would be in addition to the City's payroll expense tax levied under Seattle Municipal Code Chapter 5.38.

Should this measure be approved?

Yes   
No

a full, true and correct copy of which is included herein, and we petition the Council to enact said measure as an ordinance; and, if not enacted within forty-five (45) days from the time of receipt thereof by the City Council, then to be submitted to the qualified electors of The City of Seattle for approval or rejection at the next regular election or at a special election in accordance with Article IV, Section 1 of the City Charter; and each of us for himself or herself says: I have personally signed this petition; I am a registered voter of The City of Seattle, State of Washington, and my residence address is correctly stated.

Petitioner's Signature	Printed Name	Residence Address Street and Number	Date Signed
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

AN ACT to levy an excess compensation payroll expense tax to fund the Seattle Social Housing Developer.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF SEATTLE:

Section 1. A new Chapter 5.37 is added to Title 5 of the Seattle Municipal Code as follows:

**Chapter 5.37 SOCIAL HOUSING TAX**

**5.37.000 Purpose**

On February 14, 2023, Seattle voters approved Initiative 135 by a 14-point margin. I-135 created the Seattle Social Housing Developer to develop, own, and maintain social housing developments in the City of Seattle and for all related lawful purposes or public functions within the limits of the City of Seattle and outside of the City to the extent provided by state law. Social housing is available to all, permanently affordable, and publicly owned in perpetuity. Social housing will increase the supply of permanent, truly affordable housing for Seattle residents. Social housing is an internationally proven model that spans multiple countries and continents, including but not limited to: Maryland's Montgomery County, Toronto, Finland, Singapore, France, Vienna, and New Zealand to name a few. The social housing tax levied through this initiative provides a progressive revenue source that will support the Seattle Social Housing Developer's efforts to expand access to affordable social housing in Seattle by funding the construction and acquisition of social housing, operation costs, maintenance costs, rehabilitation of acquisitions, making control investments in housing developments, and other functions that advance its mission. The housing developed under this ordinance will be permanently protected for public use, dedicated to workforce and community housing, and will thereby increase the supply of permanent, truly affordable housing. The social housing payroll tax will provide a critical, ongoing revenue stream for the Seattle Social Housing Developer to fulfill its mission as outlined in Initiative 135. This revenue stream should eventually complement other sources of funding as the Seattle Social Housing Developer looks to federal grants, State of Washington revenue streams, and other sources to accelerate its ability to build and acquire social housing.

**5.37.010 Administrative provisions**

The provisions contained in Chapter 5.55 shall apply to the taxes imposed in this Chapter except as expressly stated to the contrary herein.

**5.37.020 Definitions**

The definitions applicable to Chapter 5.38, as in effect on January 1, 2024, shall be fully applicable to this Chapter except as may be expressly stated to the contrary herein. The following additional definition shall apply throughout this Chapter 5.37:

"Excess compensation" means annual compensation to an employee in excess of \$1,000,000.

**5.37.030. Determining excess compensation paid in Seattle to employees**

For employees who receive excess compensation, the taxpayer shall determine the amount of excess compensation subject to the tax levied in this Chapter by calculating the portion of such excess compensation paid in Seattle using the method for making such determination with respect to compensation under Section 5.38.025, as in effect on January 1, 2024.

**5.37.040 Tax Imposed – Rate**

- A. An excess compensation payroll expense tax is hereby levied upon and shall be collected from persons engaging in business within Seattle.
- B. The amount of tax due shall be 5% of the excess compensation paid in Seattle for each employee of the taxpayer.
- C. The tax imposed by this Chapter is levied on businesses. A business may not make any deductions from the employees' compensation to pay for this tax.
- D. The tax imposed by this Chapter is in addition to the payroll expense tax levied under Chapter 5.38.

**5.37.050 Exemptions from the tax**

- A. The following are exempt from the tax imposed by this Chapter:
  1. Any individual who is an independent contractor for purposes of the business license tax under subsection 5.45.090.S and whose excess compensation is included in the tax paid by another business pursuant to Section 5.37.040.
  2. Businesses that are preempted from taxation by cities pursuant to federal or state statutes or regulations, including the businesses identified in subsection 5.38.040.A.4, as in effect on January 1, 2024.

**5.37.060 Allocation and apportionment**

The provisions of Section 5.38.050, as in effect on January 1, 2024, shall have full force and application with respect to the tax imposed in this Chapter.

**5.37.070 Allocation of proceeds**

- A. All revenue received through the tax levied in this Chapter shall be allocated as follows:
  1. At least 95% of the tax revenue shall be allocated and promptly transferred to Seattle's Social Housing Developer, the Public Development Authority established by Initiative 135.
  2. Up to 5% of the tax revenue may be allocated to administer the tax, but in no event shall the amount so allocated exceed \$2,000,000 per year.

**5.37.080 When due**

- A. The tax imposed by this Chapter shall take effect as of January 1, 2025, and shall be due and payable in quarterly installments in accordance with Section 5.55.040.
- B. The Director may use discretion to assign businesses to an annual reporting period. Forms for such filings shall be prescribed by the Director. Persons discontinuing their business activities in Seattle shall report and pay the excess compensation payroll expense tax at the same time as they file their final business license tax return under Chapter 5.45.

**5.37.090 Tax in addition to other license fees or taxes**

The tax imposed herein shall be in addition to any license fee or tax imposed or levied under any other law, statute, or ordinance, whether imposed or levied by the City, the State, or other governmental entity or political subdivision.

**5.37.100 Tax part of operating overhead**

It is not the intention of this Chapter that the taxes herein levied upon persons engaging in business be construed as taxes upon the customers of such businesses, but that taxes shall be levied upon, and collectible from, the person engaging in the business activities herein designated and that such taxes or fees shall constitute a part of the operating overhead or cost of doing business of such persons.

**5.37.110 Rules and regulations**

The Director shall adopt, publish, and enforce rules and regulations not inconsistent with this Chapter for the purpose of carrying out the provisions of this Chapter, including but not limited to rules to ensure that businesses subject to both the payroll expense tax under Chapter 5.38 and the tax under this Chapter are able to streamline and consolidate their filings for those taxes.

Section 2. Section 5.30.010 of the Seattle Municipal Code, last amended by Ordinance 126880, is amended as follows:

**5.30.010 - Definition provisions**

The definitions contained in this Chapter 5.30 shall apply to Chapters 5.35 (Commercial Parking Tax), 5.37 (Social Housing Tax), 5.38 (Payroll Expense Tax), 5.39 (Transportation Network Company Tax), 5.40 (Admission Tax), 5.45 (Business License Tax), 5.46 (Square Footage Tax), 5.48 (Business Tax—Utilities), 5.50 (Firearms and Ammunition Tax), 5.52 (Gambling Tax), 5.53 (Sweetened Beverage Tax), and 5.55 (General Administrative Provisions) unless expressly provided for otherwise therein, and shall also apply to other chapters and sections as expressly indicated in each chapter or section. Words in the singular number shall include the plural and the plural shall include the singular. Words in one gender shall include all other genders.

Section 3. Subsection 5.30.060.C of the Seattle Municipal Code, which section was last amended by Ordinance 126880 is amended as follows:

**5.30.060 Definitions, T—Z**

\*\*\*

C. "Taxpayer" means any person required by Chapter 5.55 to have a business license tax certificate, or liable for any license, tax, or fee, or for the collection of any tax or fee, under Chapters 5.35 (Commercial Parking Tax), 5.37 (Social Housing Tax), 5.38 (Payroll Expense Tax), 5.39 (Transportation Network Company Tax), 5.40 (Admission Tax), 5.45 (Business License Tax), 5.46 (Square Footage Tax), 5.47 (Heating Oil Tax), 5.48 (Business Tax—Utilities), 5.50 (Firearms and Ammunition Tax), 5.52 (Gambling Tax), and 5.53 (Sweetened Beverage Tax), or who engages in any business or who performs any act for which a tax or fee is imposed under those chapters.

\*\*\*

Section 4. Section 5.55.010 of the Seattle Municipal Code, last amended by Ordinance 126880, is amended as follows:

**5.55.010 Application of chapter stated**

Unless expressly stated to the contrary in each chapter, the provisions of this Chapter 5.55 shall apply with respect to the licenses and taxes imposed under this Chapter 5.55 and Chapters 5.35 (Commercial Parking Tax), 5.37 (Social Housing Tax), 5.38 (Payroll Expense Tax), 5.39 (Transportation Network Company Tax), 5.40 (Admission Tax), 5.45 (Business License Tax), 5.46 (Square Footage Tax), 5.48 (Business Tax—Utilities), 5.50 (Firearms and Ammunition Tax), 5.52 (Gambling Tax), 5.53 (Sweetened Beverage Tax), and under other titles, chapters, and sections in such manner and to such extent as indicated in each such title, chapter, or section.

Section 5. Subsection 5.55.040.A of the Seattle Municipal Code, which section was last amended by Ordinance 126880, is amended as follows:

**5.55.040 When due and payable—Reporting periods—Monthly, quarterly, and annual returns—Threshold provisions—Computing time periods—Failure to file returns**

A. Other than any annual license fee or registration fee assessed under this Chapter 5.55, the taxes imposed by Chapters 5.35 (Commercial Parking Tax), 5.37 (Social Housing Tax), 5.38 (Payroll Expense Tax), 5.39 (Transportation Network Company Tax), 5.40 (Admission Tax), 5.45 (Business License Tax), 5.46 (Square Footage Tax), 5.48 (Business Tax—Utilities), 5.50 (Firearms and Ammunition Tax), 5.52 (Gambling Tax), and 5.53 (Sweetened Beverage Tax) shall be due and payable in quarterly installments. The Director may use discretion to assign businesses to a monthly or annual reporting period depending on the tax amount owing or type of tax. Taxes imposed by subsections 5.52.030.A.2 and 5.52.030.B.2 for punch boards and pull-tabs shall be due and payable in monthly installments. Tax returns and payments are due on or before the last day of the next month following the end of the assigned reporting period covered by the return. Effective January 1, 2021, tax returns and payments are due on or before the time as provided in RCW 82.32.045(1), (2), and (3).

\*\*\*

Section 6. Subsection 5.55.060.A of the Seattle Municipal Code, which section was last amended by Ordinance 126880, is amended as follows:

**5.55.060 Records to be preserved—Examination—Inspection—Search warrants—Estoppel to question assessment**

A. Every person liable for any fee or tax imposed by this Chapter 5.55 and Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53 shall keep and preserve, for a period of five years after filing a tax return, such records as may be necessary to determine the amount of any fee or tax for which the person may be liable; which records shall

include copies of all federal income tax and state tax returns and reports made by the person. All books, records, papers, invoices, ticket stubs, vendor lists, gambling games, and payout information, inventories, stocks of merchandise, and other data, including federal income tax and state tax returns, and reports needed to determine the accuracy of any taxes due, shall be open for inspection or examination at any time by the Director or a duly authorized agent. Every person's business premises shall be open for inspection or examination by the Director or a duly authorized agent. For the purposes of this Section 5.55.060, for the tax imposed by Chapter 5.53, "business premises" means wherever the person's business records and tax documents are maintained and does not mean every site owned or operated by the person.

\*\*\*

Section 7. Section 5.55.150 of the Seattle Municipal Code, which section was last amended by Ordinance 126880, is amended as follows:

**5.55.150 Appeal to the Hearing Examiner**

\*\*\*

E. The Hearing Examiner shall ascertain the correct amount of the tax, fee, interest, or penalty due either by affirming, reversing, or modifying an action of the Director. Reversal or modification is proper if the Director's assessment or refund denial violates the terms of this Chapter 5.55, or Chapters 5.30, 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, or 5.53.

\*\*\*

Section 8. Section 5.55.165 of the Seattle Municipal Code, last amended by Ordinance 126880, is amended as follows:

**5.55.165 Director of Finance and Administrative Services to make rules**

The Director of Finance and Administrative Services shall have the power and it shall be the Director's duty, from time to time, to adopt, publish, and enforce rules and regulations not inconsistent with this Chapter 5.55, with Chapters 5.30, 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, or 5.53, or with law for the purpose of carrying out the provisions of such chapters, and it shall be unlawful to violate or fail to comply with any such rule or regulation.

Section 9. Subsections 5.55.220.A and 5.55.220.B of the Seattle Municipal Code, which section was last amended by Ordinance 126880, are amended as follows:

**5.55.220 Unlawful actions—Violation—Penalties**

A. It shall be unlawful for any person subject to the provisions of this Chapter 5.55 or Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53:

1. To violate or fail to comply with any of the provisions of this Chapter 5.55, or Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53, or any lawful rule or regulation adopted by the Director;
2. To make or manufacture any license required by this Chapter 5.55 except upon authority of the Director;
3. To make any false statement on any license, application, or tax return;
4. To aid or abet any person in any attempt to evade payment of a license fee or tax;
5. To refuse admission to the Director to inspect the premises and/or records as required by this Chapter 5.55, or to otherwise interfere with the Director in the performance of duties imposed by Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53;
6. To fail to appear or testify in response to a subpoena issued pursuant to Section 3.02.120 in any proceeding to determine compliance with this Chapter 5.55 and Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53;
7. To testify falsely in any investigation, audit, or proceeding conducted pursuant to this Chapter 5.55;
8. To continue to engage in any business activity, profession, trade, or occupation after the revocation of or during a period of suspension of a business license tax certificate issued under Section 5.55.030; or
9. In any manner, to hinder or delay the City or any of its officers in carrying out the provisions of this Chapter 5.55 or Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53.

B. Each violation of or failure to comply with the provisions of this Chapter 5.55, or Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, or 5.53 shall constitute a separate offense. Except as provided in subsection 5.55.220.C, any person who commits an act defined in subsection 5.55.220.A is guilty of a gross misdemeanor, punishable in accordance with Section 12A.02.070. The provisions of Chapters 12A.02 and 12A.04 apply to the offenses defined in subsection 5.55.220.A, except that liability is absolute and none of the mental states described in Section 12A.04.030 need be proved.

\*\*\*

Section 10. Subsection 5.55.230.A of the Seattle Municipal Code, which section was last amended by Ordinance 126880, is amended as follows:

**5.55.230 Denial, revocation of, or refusal to renew business license tax certificate**

A. The Director, or the Director's designee, has the power and authority to deny, revoke, or refuse to renew any business license tax certificate issued under the provisions of this Chapter 5.55. The Director, or the Director's designee, shall notify such applicant or licensee in writing by mail in accordance with Section 5.55.180 of the denial of, revocation of, or refusal to renew the license and on what grounds such a decision was based. The Director may deny, revoke, or refuse to renew any business license tax certificate or other license issued under this Chapter 5.55 on one or more of the following grounds:

1. The license was procured by fraud or false representation of fact.
2. The licensee has failed to comply with any provisions of this Chapter 5.55.
3. The licensee has failed to comply with any provisions of Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, or 5.53.
4. The licensee is in default in any payment of any license fee or tax under Title 5 or Title 6.

\*\*\*

Section 11. Subsection 6.208.020.A of the Seattle Municipal Code, which section was last amended by Ordinance 126880, is amended as follows:

**6.208.020 Denial, revocation of, or refusal to renew business license**

A. In addition to any other powers and authority provided under this Title 6, the Director, or the Director's designee, has the power and authority to deny, revoke, or refuse to renew any business license issued under the provisions of this Chapter 6.208. The Director, or the Director's designee, shall notify such applicant or licensee in writing by mail of the denial, revocation of, or refusal to renew the license and on what grounds such a decision was based. The Director may deny, revoke, or refuse to renew any license issued under this Chapter 6.208 on one or more of the following grounds:

1. The license was procured by fraud or false representation of fact.
2. The licensee has failed to comply with any provisions of this Chapter 6.208.
3. The licensee has failed to comply with any provisions of Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, or 5.52.
4. The licensee is in default in any payment of any license fee or tax under Title 5 or Title 6.
5. The property at which the business is located has been determined by a court to be a chronic nuisance property as provided in Chapter 10.09.
6. The applicant or licensee has been convicted of theft under subsection 12A.08.060.A.4 within the last ten years.
7. The applicant or licensee is a person subject within the last ten years to a court order entering final judgment for violations of chapters 49.46, 49.48, or 49.52 RCW, or 29 U.S.C. 206 or 29 U.S.C. 207, and the judgment was not satisfied within 30 days of the later of either:
  - a. The expiration of the time for filing an appeal from the final judgment order under the court rules in effect at the time of the final judgment order; or
  - b. If a timely appeal is made, the date of the final resolution of that appeal and any subsequent appeals resulting in final judicial affirmation of the findings of violations of chapters 49.46, 49.48, or 49.52 RCW, or 29 U.S.C. 206 or 29 U.S.C. 207.
8. The applicant or licensee is a person subject within the last ten years to a final and binding citation and notice of assessment from the Washington Department of Labor and Industries for violations of chapters 49.46, 49.48, or 49.52 RCW, and the citation amount and penalties assessed therewith were not satisfied within 30 days of the date the citation became final and binding.
9. Pursuant to relevant provisions in Title 8, subsections 14.16.100.A.4, 14.17.075.A, 14.19.100.A.4, 14.20.080.A.4, 14.22.115.A.4, 14.23.115.A.4, 14.26.210.A.4, 14.27.210.A.4, 14.28.210.A.4, 14.30.180.A.4, 14.33.210.A.4, and 14.34.210.A.4, subsection 100.240.A.4 of Ordinance 126091, subsection 100.240.A.4 of Ordinance 126094, and subsection 100.240.A.4 of Ordinance 126274, the applicant or licensee has failed to comply, within 30 days of service of any settlement agreement, with any final order issued by the Director of the Office of Labor Standards, or any final order issued by the Hearing Examiner under Title 8, Chapters 14.16, 14.17, 14.19, 14.20, 14.22, 14.23, 14.26, 14.27, 14.28, 14.29, 14.30, 14.33, and 14.34, Ordinance 126091, Ordinance 126094, and Ordinance 126274 for which all appeal rights have been exhausted, and the Director of the Office of Labor Standards has requested that the Director deny, refuse to renew, or revoke any business license held or requested by the applicant or licensee. The denial, refusal to renew, or revocation shall remain in effect until such time as the violation(s) under Title 8, Chapters 14.16, 14.17, 14.19, 14.20, 14.22, 14.23, 14.26, 14.27, 14.28, 14.29, 14.30, 14.33, and 14.34, Ordinance 126091, Ordinance 126094, and Ordinance 126274 are remedied.
10. The business is one that requires an additional license under this Title 6 and the business does not hold that license.
11. The business has been determined under a separate enforcement process to be operating in violation of law.

\*\*\*

Section 12. Section 12 of City of Seattle Initiative Measure 135 shall be amended as follows:

**Section 12. City Startup Support.**

The City shall provide the Public Developer limited in-kind assistance as necessary for the first 18 months of startup, including but not limited to office space, staffing, supplies, insurance and bonding, and legal services. This in-kind support shall include hiring and retaining the Public Developer's chief executive officer and chief financial officer. This in-kind support shall not derive from any existing housing funding or reduce any City support for other housing projects. The City Council or the people acting through the initiative power shall ~~will~~ decide the amount of subsequent City support for the Public Developer, which may include funds from any source available to do so including, without limitation, the general fund, grant funds, and by issuing Councilmanic Revenue Bonds.

Section 13. Severability. The provisions of this ballot initiative are declared to be separate and severable. If any clause, sentence, paragraph, section, or portion of this ballot initiative, or the application thereof to any person or circumstances is held to be invalid, it shall not affect the validity of the remainder, or the validity of its application to other persons or circumstances.



SCHEEREN DEDMAN  
**OFFICE OF THE CITY CLERK**  
LEGISLATIVE DEPARTMENT

Via E-Mail: [tiffani@houseourneighbors.org](mailto:tiffani@houseourneighbors.org)

February 21, 2024

Attn: Tiffani McCoy  
House Our Neighbors!  
600 1<sup>st</sup> Ave. Suite 531  
Seattle, WA 98104

SUBJECT: *Ballot Title of Proposed Initiative Measure No. 137*  
*In re: an act to levy an excess compensation payroll expense tax to fund the*  
*Seattle Social Housing Developer.*

Dear Tiffani:

Please be advised the ballot title for proposed Initiative Measure No. 137, filed on Tuesday, February 13, 2024, has been prepared by the City Attorney's Office in accordance with SMC 2.08.020 and RCW 29A.36.071. The title reads as follows:

**THE CITY OF SEATTLE**  
**INITIATIVE MEASURE NUMBER 137**

City of Seattle Initiative Measure 137 concerns a payroll expense tax to fund the Social Housing Developer.

This measure would impose a tax on payroll expenses for employers doing business in Seattle. The tax rate would be 5% on annual compensation above \$1,000,000 paid in Seattle to any employee. Proceeds would support the Social Housing Developer, a public development authority created to develop, own, and maintain social housing in Seattle. The tax imposed would be in addition to the City's payroll expense tax levied under Seattle Municipal Code Chapter 5.38.

Should this measure be approved?

Yes

No

[End of Title]

The initiative process is outlined in Article IV, Section 1 of the City Charter; Seattle Municipal Code Section 2.08; and the Revised Code of Washington Sections 29A.36.071, 29A.36.080 and 29A.36.090. Please be advised, the signed petitions for Initiative Measure No. 137 must be filed with the City Clerk within 180 days from approval notification (Monday, August 19, 2024). The number of signatures required shall be equal to or not less than ten percent of the total number of votes cast for the office of Mayor at the last preceding municipal election (2021). The minimum number of resident registered voter signatures required is 26,521. Once the petitions are filed, the appropriate documentation and petition signatures will be processed and transmitted to the King County Elections Department for verification of the sufficiency of signatures in accordance with state law. If the King County Elections Department determines there are insufficient verified signatures, an additional 20-day period shall be allowed.

Should you have any questions regarding the process, or the information contained herein, please contact me at 206-684-8361 or by email at [scheereen.dedman@seattle.gov](mailto:scheereen.dedman@seattle.gov).

Sincerely,

A handwritten signature in black ink, appearing to read 'Scheereen Dedman', with a long horizontal flourish extending to the right.

Scheereen Dedman  
City Clerk

cc: Mayor Bruce Harrell  
City Councilmembers  
Wayne Barnett, Executive Director, Seattle Ethics and Elections Commission  
Scott Lindsay, City Attorney's Office  
Gary Smith, City Attorney's Office  
Ben Noble, Director, Council Central Staff  
Aly Pennucci, Deputy Director, Council Central Staff  
Lauren Henry, Legislative Legal Counsel

**MEMORANDUM**

TO: Scheereen Dedman, City Clerk  
FROM: Brandon Isleib, Assistant City Attorney  
SUBJECT: Ballot Title for Initiative 137  
DATE: February 21, 2024

***Via e-mail***

In response to your February 20, 2024, email regarding proposed Initiative Measure 137, this office has established the following ballot title:

**THE CITY OF SEATTLE  
INITIATIVE MEASURE NUMBER 137**

City of Seattle Initiative Measure 137 concerns a payroll expense tax to fund the Social Housing Developer.

This measure would impose a tax on payroll expenses for employers doing business in Seattle. The tax rate would be 5% on annual compensation above \$1,000,000 paid in Seattle to any employee. Proceeds would support the Social Housing Developer, a public development authority created to develop, own, and maintain social housing in Seattle. The tax imposed would be in addition to the City's payroll expense tax levied under Seattle Municipal Code Chapter 5.38.

Should this measure be approved?

Yes \_\_\_\_\_

No \_\_\_\_\_

Please file this title with King County Elections. If you have any questions, please contact me at 206.386.4074.



SCHEEREN DEDMAN  
**OFFICE OF THE CITY CLERK**  
LEGISLATIVE DEPARTMENT

Via E-Mail: [tiffani@houseourneighbors.org](mailto:tiffani@houseourneighbors.org)

February 21, 2024

Julie Wise, Director  
King County Elections  
919 Southwest Grady Way  
Renton, WA 98057-2906

SUBJECT: *Ballot Title of Proposed Initiative Measure No. 137*  
*In re: an act to levy an excess compensation payroll expense tax to fund the*  
*Seattle Social Housing Developer.*

Dear Ms. Wise,

Please be advised that the proposed subject initiative petition was filed with my office on Tuesday, February 13, 2024. This initiative petition has been designated Initiative Measure No. 137, and is regarding *an act to levy an excess compensation payroll expense tax to fund the Seattle Social Housing Developer.*

The ballot title has been prepared by the Seattle City Attorney's Office in accordance with SMC 2.08.020 and RCW 29A.36.071. The title reads as follows:

**THE CITY OF SEATTLE**  
**INITIATIVE MEASURE NUMBER 137**

City of Seattle Initiative Measure 137 concerns a payroll expense tax to fund the Social Housing Developer.

This measure would impose a tax on payroll expenses for employers doing business in Seattle. The tax rate would be 5% on annual compensation above \$1,000,000 paid in Seattle to any employee. Proceeds would support the Social Housing Developer, a public development authority created to develop, own, and maintain social housing in Seattle. The tax imposed would be in addition to the City's payroll expense tax levied under Seattle Municipal Code Chapter 5.38.

Should this measure be approved?

Yes     \_\_\_\_\_

No       \_\_\_\_\_

[End of Title]

The proponent of the initiative has been informed that the minimum number of resident registered voter signatures required is 26,521; and that signed petitions for Initiative Measure No. 137 must be filed with the City Clerk within 180 days (Monday, August 19, 2024) from approval notification in accordance with the guidelines provided, for subsequent submittal to your office for verification of sufficiency of signatures.

The proponent has also been informed that King County typically requires four to six weeks to complete signature verifications.

Should you have any questions regarding the process, or the information contained herein, please contact me at 206-684-8361 or by email at [scheereen.dedman@seattle.gov](mailto:scheereen.dedman@seattle.gov).

Sincerely,

A handwritten signature in black ink, appearing to read 'Scheereen Dedman', with a long horizontal flourish extending to the right.

Scheereen Dedman  
City Clerk

cc:     Wayne Barnett, Executive Director, Seattle Ethics and Elections Commission  
       Gary Smith, City Attorney's Office  
       Lauren Henry, Legislative Legal Counsel



Legislation Text

---

**File #:** Res 32142, **Version:** 1

---

**CITY OF SEATTLE**

**RESOLUTION \_\_\_\_\_**

A RESOLUTION regarding Initiative 137 concerning a payroll expense tax to fund the Social Housing Developer; authorizing the City Clerk and the Executive Director of the Ethics and Elections Commission to take those actions necessary to enable the proposed Initiative Measure to appear on the November 5, 2024, ballot and the local voters' pamphlet; requesting the King County Elections Director to place the proposed Initiative Measure on the November 5, 2024, ballot; and providing for the publication of such proposed Initiative Measure.

WHEREAS, proponents submitted to the City Clerk a ballot measure petition concerning a payroll expense tax to fund the Social Housing Developer (which the City Clerk designated as Seattle Initiative No. 137 in Clerk File 322950); and

WHEREAS, the City Clerk forwarded the petition to the Director of King County Elections for certification of whether the petition bears a sufficient number of valid signatures to qualify for introduction to the City Council as provided in Seattle City Charter Article IV, Section 1; and

WHEREAS, the Director of King County Elections has certified that the Initiative No. 137 petition bears sufficient valid signatures to qualify for introduction to the City Council; and

WHEREAS, Seattle City Charter Article IV, Section 1 provides that, if the City Council does not enact an initiative bill or measure bearing a sufficient number of signatures, it shall be the duty of the City Council to submit the initiative measure to the voters of the City for their ratification or rejection; NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE THAT:**

Section 1. The City Clerk is authorized and directed to take those actions necessary to place City of Seattle Initiative No. 137 in Clerk File 322950, a copy of which is attached to this resolution as Attachment A,

on the November 5, 2024, ballot, including but not limited to publishing the proposed Initiative Measure as provided by the City Charter.

Section 2. The Executive Director of the Ethics and Elections Commission is authorized and requested to take those actions necessary to place information regarding City of Seattle Initiative Measure 137 in the November 5, 2024, voters' pamphlet.

Section 3. The Director of Elections of King County, Washington, as ex officio supervisor of elections, is requested to call for a special election and place City of Seattle Initiative Measure 137 on the November 5, 2024, ballot, with the following ballot title approved by the Seattle City Attorney:

City of Seattle Initiative Measure 137 concerns a payroll expense tax to fund the Social Housing Developer.

This measure would impose a tax on payroll expenses for employers doing business in Seattle. The tax rate would be 5% on annual compensation above \$1,000,000 paid in Seattle to any employee. Proceeds would support the Social Housing Developer, a public development authority created to develop, own, and maintain social housing in Seattle. The tax imposed would be in addition to the City's payroll expense tax levied under Seattle Municipal Code Chapter 5.38.

Should this measure be approved?

Yes \_\_\_\_\_

No \_\_\_\_\_

Adopted by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and signed by me in open session in authentication of its adoption this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

President \_\_\_\_\_ of the City Council

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

Scheereen Dedman, City Clerk

(Seal)

**Attachments:**

Attachment A - City of Seattle Initiative Measure No. 137 (from Clerk File 322950)



Please return signed petitions forms to:

House Our Neighbors  
600 1<sup>st</sup> Ave. Suite 531  
Seattle, WA 98104

Telephone: (206) 822-1812  
Email: info@houseourneighbors.org  
www.letsbuildsocialhousing.org

WARNING: Ordinance 94289 provides as follows: Section 1. It is unlawful for any person: 1. To sign or decline to sign any petition for a City initiative, referendum, or Charter amendment, in exchange for any consideration or gratuity or promise thereof; or 2. To give or offer any consideration or gratuity to anyone to induce him or her to sign or not to sign a petition for a City initiative, referendum, or Charter amendment; or 3. To interfere with or attempt to interfere with the right of any voter to sign or not to sign a petition for a City initiative, referendum, or Charter amendment petition by threat, intimidation or any other corrupt means or practice; or 4. To sign a petition for a City initiative, referendum, or Charter amendment with any other than his or her true name, or to knowingly sign more than one (1) petition for the same initiative, referendum or Charter amendment measure, or to sign any such petition knowing that he or she is not a registered voter of The City of Seattle. The provisions of this ordinance shall be printed as a warning on every petition for a City initiative, referendum, or Charter amendment. Section 2. Any person violating any of the provisions of this ordinance shall upon conviction thereof be punishable by a fine of not more than Five Hundred Dollars (\$500) or by imprisonment in the City Jail for a period not to exceed six (6) months, or by both such fine and imprisonment.

**INITIATIVE PETITION FOR SUBMISSION TO THE CITY COUNCIL OF SEATTLE**

To the City Council of The City of Seattle:

We, the undersigned registered voters of The City of Seattle, State of Washington, propose and ask for the enactment as an ordinance of the measure known as Initiative Measure No. 137 entitled:

City of Seattle Initiative Measure 137 concerns a payroll expense tax to fund the Social Housing Developer.

This measure would impose a tax on payroll expenses for employers doing business in Seattle. The tax rate would be 5% on annual compensation above \$1,000,000 paid in Seattle to any employee. Proceeds would support the Social Housing Developer, a public development authority created to develop, own, and maintain social housing in Seattle. The tax imposed would be in addition to the City’s payroll expense tax levied under Seattle Municipal Code Chapter 5.38.

Should this measure be approved?

Yes \_\_\_\_\_  
No \_\_\_\_\_

a full, true and correct copy of which is included herein, and we petition the Council to enact said measure as an ordinance; and, if not enacted within forty-five (45) days from the time of receipt thereof by the City Council, then to be submitted to the qualified electors of The City of Seattle for approval or rejection at the next regular election or at a special election in accordance with Article IV, Section 1 of the City Charter; and each of us for himself or herself says: I have personally signed this petition; I am a registered voter of The City of Seattle, State of Washington, and my residence address is correctly stated.

Petitioner’s Signature	Printed Name	Residence Address Street and Number	Date Signed
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

AN ACT to levy an excess compensation payroll expense tax to fund the Seattle Social Housing Developer.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF SEATTLE:

Section 1. A new Chapter 5.37 is added to Title 5 of the Seattle Municipal Code as follows:

**Chapter 5.37 SOCIAL HOUSING TAX**

**5.37.000 Purpose**

On February 14, 2023, Seattle voters approved Initiative 135 by a 14-point margin. I-135 created the Seattle Social Housing Developer to develop, own, and maintain social housing developments in the City of Seattle and for all related lawful purposes or public functions within the limits of the City of Seattle and outside of the City to the extent provided by state law. Social housing is available to all, permanently affordable, and publicly owned in perpetuity. Social housing will increase the supply of permanent, truly affordable housing for Seattle residents. Social housing is an internationally proven model that spans multiple countries and continents, including but not limited to: Maryland’s Montgomery County, Toronto, Finland, Singapore, France, Vienna, and New Zealand to name a few. The social housing tax levied through this initiative provides a progressive revenue source that will support the Seattle Social Housing Developer’s efforts to expand access to affordable social housing in Seattle by funding the construction and acquisition of social housing, operation costs, maintenance costs, rehabilitation of acquisitions, making control investments in housing developments, and other functions that advance its mission. The housing developed under this ordinance will be permanently protected for public use, dedicated to workforce and community housing, and will thereby increase the supply of permanent, truly affordable housing. The social housing payroll tax will provide a critical, ongoing revenue stream for the Seattle Social Housing Developer to fulfill its mission as outlined in Initiative 135. This revenue stream should eventually complement other sources of funding as the Seattle Social Housing Developer looks to federal grants, State of Washington revenue streams, and other sources to accelerate its ability to build and acquire social housing.

**5.37.010 Administrative provisions**

The provisions contained in Chapter 5.55 shall apply to the taxes imposed in this Chapter except as expressly stated to the contrary herein.

**5.37.020 Definitions**

The definitions applicable to Chapter 5.38, as in effect on January 1, 2024, shall be fully applicable to this Chapter except as may be expressly stated to the contrary herein. The following additional definition shall apply throughout this Chapter 5.37:

“Excess compensation” means annual compensation to an employee in excess of \$1,000,000.

**5.37.030. Determining excess compensation paid in Seattle to employees**

For employees who receive excess compensation, the taxpayer shall determine the amount of excess compensation subject to the tax levied in this Chapter by calculating the portion of such excess compensation paid in Seattle using the method for making such determination with respect to compensation under Section 5.38.025, as in effect on January 1, 2024.

**5.37.040 Tax Imposed – Rate**

- A. An excess compensation payroll expense tax is hereby levied upon and shall be collected from persons engaging in business within Seattle.
- B. The amount of tax due shall be 5% of the excess compensation paid in Seattle for each employee of the taxpayer.
- C. The tax imposed by this Chapter is levied on businesses. A business may not make any deductions from the employees’ compensation to pay for this tax.
- D. The tax imposed by this Chapter is in addition to the payroll expense tax levied under Chapter 5.38.

**5.37.050 Exemptions from the tax**

- A. The following are exempt from the tax imposed by this Chapter:
  - 1. Any individual who is an independent contractor for purposes of the business license tax under subsection 5.45.090.S and whose excess compensation is included in the tax paid by another business pursuant to Section 5.37.040.
  - 2. Businesses that are preempted from taxation by cities pursuant to federal or state statutes or regulations, including the businesses identified in subsection 5.38.040.A.4, as in effect on January 1, 2024.

**5.37.060 Allocation and apportionment**

The provisions of Section 5.38.050, as in effect on January 1, 2024, shall have full force and application with respect to the tax imposed in this Chapter.

**5.37.070 Allocation of proceeds**

- A. All revenue received through the tax levied in this Chapter shall be allocated as follows:
  - 1. At least 95% of the tax revenue shall be allocated and promptly transferred to Seattle’s Social Housing Developer, the Public Development Authority established by Initiative 135.
  - 2. Up to 5% of the tax revenue may be allocated to administer the tax, but in no event shall the amount so allocated exceed \$2,000,000 per year.

**5.37.080 When due**

- A. The tax imposed by this Chapter shall take effect as of January 1, 2025, and shall be due and payable in quarterly installments in accordance with Section 5.55.040.
- B. The Director may use discretion to assign businesses to an annual reporting period. Forms for such filings shall be prescribed by the Director. Persons discontinuing their business activities in Seattle shall report and pay the excess compensation payroll expense tax at the same time as they file their final business license tax return under Chapter 5.45.

**5.37.090 Tax in addition to other license fees or taxes**

The tax imposed herein shall be in addition to any license fee or tax imposed or levied under any other law, statute, or ordinance, whether imposed or levied by the City, the State, or other governmental entity or political subdivision.

**5.37.100 Tax part of operating overhead**

It is not the intention of this Chapter that the taxes herein levied upon persons engaging in business be construed as taxes upon the customers of such businesses, but that taxes shall be levied upon, and collectible from, the person engaging in the business activities herein designated and that such taxes or fees shall constitute a part of the operating overhead or cost of doing business of such persons.

**5.37.110 Rules and regulations**

The Director shall adopt, publish, and enforce rules and regulations not inconsistent with this Chapter for the purpose of carrying out the provisions of this Chapter, including but not limited to rules to ensure that businesses subject to both the payroll expense tax under Chapter 5.38 and the tax under this Chapter are able to streamline and consolidate their filings for those taxes.

Section 2. Section 5.30.010 of the Seattle Municipal Code, last amended by Ordinance 126880, is amended as follows:

**5.30.010 - Definition provisions**

The definitions contained in this Chapter 5.30 shall apply to Chapters 5.35 (Commercial Parking Tax), 5.37 (Social Housing Tax), 5.38 (Payroll Expense Tax), 5.39 (Transportation Network Company Tax), 5.40 (Admission Tax), 5.45 (Business License Tax), 5.46 (Square Footage Tax), 5.48 (Business Tax—Utilities), 5.50 (Firearms and Ammunition Tax), 5.52 (Gambling Tax), 5.53 (Sweetened Beverage Tax), and 5.55 (General Administrative Provisions) unless expressly provided for otherwise therein, and shall also apply to other chapters and sections as expressly indicated in each chapter or section. Words in the singular number shall include the plural and the plural shall include the singular. Words in one gender shall include all other genders.

Section 3. Subsection 5.30.060.C of the Seattle Municipal Code, which section was last amended by Ordinance 126880 is amended as follows:

**5.30.060 Definitions, T—Z**

\*\*\*

C. “Taxpayer” means any person required by Chapter 5.55 to have a business license tax certificate, or liable for any license, tax, or fee, or for the collection of any tax or fee, under Chapters 5.35 (Commercial Parking Tax), 5.37 (Social Housing Tax), 5.38 (Payroll Expense Tax), 5.39 (Transportation Network Company Tax), 5.40 (Admission Tax), 5.45 (Business License Tax), 5.46 (Square Footage Tax), 5.47 (Heating Oil Tax), 5.48 (Business Tax—Utilities), 5.50 (Firearms and Ammunition Tax), 5.52 (Gambling Tax), and 5.53 (Sweetened Beverage Tax), or who engages in any business or who performs any act for which a tax or fee is imposed under those chapters.

\*\*\*

Section 4. Section 5.55.010 of the Seattle Municipal Code, last amended by Ordinance 126880, is amended as follows:

**5.55.010 Application of chapter stated**

Unless expressly stated to the contrary in each chapter, the provisions of this Chapter 5.55 shall apply with respect to the licenses and taxes imposed under this Chapter 5.55 and Chapters 5.35 (Commercial Parking Tax), 5.37 (Social Housing Tax), 5.38 (Payroll Expense Tax), 5.39 (Transportation Network Company Tax), 5.40 (Admission Tax), 5.45 (Business License Tax), 5.46 (Square Footage Tax), 5.48 (Business Tax—Utilities), 5.50 (Firearms and Ammunition Tax), 5.52 (Gambling Tax), 5.53 (Sweetened Beverage Tax), and under other titles, chapters, and sections in such manner and to such extent as indicated in each such title, chapter, or section.

Section 5. Subsection 5.55.040.A of the Seattle Municipal Code, which section was last amended by Ordinance 126880, is amended as follows:

**5.55.040 When due and payable—Reporting periods—Monthly, quarterly, and annual returns—Threshold provisions—Computing time periods—Failure to file returns**

A. Other than any annual license fee or registration fee assessed under this Chapter 5.55, the taxes imposed by Chapters 5.35 (Commercial Parking Tax), 5.37 (Social Housing Tax), 5.38 (Payroll Expense Tax), 5.39 (Transportation Network Company Tax), 5.40 (Admission Tax), 5.45 (Business License Tax), 5.46 (Square Footage Tax), 5.48 (Business Tax—Utilities), 5.50 (Firearms and Ammunition Tax), 5.52 (Gambling Tax), and 5.53 (Sweetened Beverage Tax) shall be due and payable in quarterly installments. The Director may use discretion to assign businesses to a monthly or annual reporting period depending on the tax amount owing or type of tax. Taxes imposed by subsections 5.52.030.A.2 and 5.52.030.B.2 for punch boards and pull-tabs shall be due and payable in monthly installments. Tax returns and payments are due on or before the last day of the next month following the end of the assigned reporting period covered by the return. Effective January 1, 2021, tax returns and payments are due on or before the time as provided in RCW 82.32.045(1), (2), and (3).

\*\*\*

Section 6. Subsection 5.55.060.A of the Seattle Municipal Code, which section was last amended by Ordinance 126880, is amended as follows:

**5.55.060 Records to be preserved—Examination—Inspection—Search warrants—Estoppel to question assessment**

A. Every person liable for any fee or tax imposed by this Chapter 5.55 and Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53 shall keep and preserve, for a period of five years after filing a tax return, such records as may be necessary to determine the amount of any fee or tax for which the person may be liable; which records shall

include copies of all federal income tax and state tax returns and reports made by the person. All books, records, papers, invoices, ticket stubs, vendor lists, gambling games, and payout information, inventories, stocks of merchandise, and other data, including federal income tax and state tax returns, and reports needed to determine the accuracy of any taxes due, shall be open for inspection or examination at any time by the Director or a duly authorized agent. Every person's business premises shall be open for inspection or examination by the Director or a duly authorized agent. For the purposes of this Section 5.55.060, for the tax imposed by Chapter 5.53, "business premises" means wherever the person's business records and tax documents are maintained and does not mean every site owned or operated by the person.

\*\*\*

Section 7. Section 5.55.150 of the Seattle Municipal Code, which section was last amended by Ordinance 126880, is amended as follows:

**5.55.150 Appeal to the Hearing Examiner**

\*\*\*

E. The Hearing Examiner shall ascertain the correct amount of the tax, fee, interest, or penalty due either by affirming, reversing, or modifying an action of the Director. Reversal or modification is proper if the Director's assessment or refund denial violates the terms of this Chapter 5.55, or Chapters 5.30, 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, or 5.53.

\*\*\*

Section 8. Section 5.55.165 of the Seattle Municipal Code, last amended by Ordinance 126880, is amended as follows:

**5.55.165 Director of Finance and Administrative Services to make rules**

The Director of Finance and Administrative Services shall have the power and it shall be the Director's duty, from time to time, to adopt, publish, and enforce rules and regulations not inconsistent with this Chapter 5.55, with Chapters 5.30, 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, or 5.53, or with law for the purpose of carrying out the provisions of such chapters, and it shall be unlawful to violate or fail to comply with any such rule or regulation.

Section 9. Subsections 5.55.220.A and 5.55.220.B of the Seattle Municipal Code, which section was last amended by Ordinance 126880, are amended as follows:

**5.55.220 Unlawful actions—Violation—Penalties**

A. It shall be unlawful for any person subject to the provisions of this Chapter 5.55 or Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53:

1. To violate or fail to comply with any of the provisions of this Chapter 5.55, or Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53, or any lawful rule or regulation adopted by the Director;
2. To make or manufacture any license required by this Chapter 5.55 except upon authority of the Director;
3. To make any false statement on any license, application, or tax return;
4. To aid or abet any person in any attempt to evade payment of a license fee or tax;
5. To refuse admission to the Director to inspect the premises and/or records as required by this Chapter 5.55, or to otherwise interfere with the Director in the performance of duties imposed by Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53;
6. To fail to appear or testify in response to a subpoena issued pursuant to Section 3.02.120 in any proceeding to determine compliance with this Chapter 5.55 and Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53;
7. To testify falsely in any investigation, audit, or proceeding conducted pursuant to this Chapter 5.55;
8. To continue to engage in any business activity, profession, trade, or occupation after the revocation of or during a period of suspension of a business license tax certificate issued under Section 5.55.030; or
9. In any manner, to hinder or delay the City or any of its officers in carrying out the provisions of this Chapter 5.55 or Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, and 5.53.

B. Each violation of or failure to comply with the provisions of this Chapter 5.55, or Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, or 5.53 shall constitute a separate offense. Except as provided in subsection 5.55.220.C, any person who commits an act defined in subsection 5.55.220.A is guilty of a gross misdemeanor, punishable in accordance with Section 12A.02.070. The provisions of Chapters 12A.02 and 12A.04 apply to the offenses defined in subsection 5.55.220.A, except that liability is absolute and none of the mental states described in Section 12A.04.030 need be proved.

\*\*\*

Section 10. Subsection 5.55.230.A of the Seattle Municipal Code, which section was last amended by Ordinance 126880, is amended as follows:

**5.55.230 Denial, revocation of, or refusal to renew business license tax certificate**

A. The Director, or the Director's designee, has the power and authority to deny, revoke, or refuse to renew any business license tax certificate issued under the provisions of this Chapter 5.55. The Director, or the Director's designee, shall notify such applicant or licensee in writing by mail in accordance with Section 5.55.180 of the denial of, revocation of, or refusal to renew the license and on what grounds such a decision was based. The Director may deny, revoke, or refuse to renew any business license tax certificate or other license issued under this Chapter 5.55 on one or more of the following grounds:

1. The license was procured by fraud or false representation of fact.
2. The licensee has failed to comply with any provisions of this Chapter 5.55.
3. The licensee has failed to comply with any provisions of Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, 5.52, or 5.53.
4. The licensee is in default in any payment of any license fee or tax under Title 5 or Title 6.

\*\*\*

Section 11. Subsection 6.208.020.A of the Seattle Municipal Code, which section was last amended by Ordinance 126880, is amended as follows:

**6.208.020 Denial, revocation of, or refusal to renew business license**

A. In addition to any other powers and authority provided under this Title 6, the Director, or the Director's designee, has the power and authority to deny, revoke, or refuse to renew any business license issued under the provisions of this Chapter 6.208. The Director, or the Director's designee, shall notify such applicant or licensee in writing by mail of the denial, revocation of, or refusal to renew the license and on what grounds such a decision was based. The Director may deny, revoke, or refuse to renew any license issued under this Chapter 6.208 on one or more of the following grounds:

1. The license was procured by fraud or false representation of fact.
2. The licensee has failed to comply with any provisions of this Chapter 6.208.
3. The licensee has failed to comply with any provisions of Chapters 5.35, 5.37, 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, or 5.52.
4. The licensee is in default in any payment of any license fee or tax under Title 5 or Title 6.
5. The property at which the business is located has been determined by a court to be a chronic nuisance property as provided in Chapter 10.09.
6. The applicant or licensee has been convicted of theft under subsection 12A.08.060.A.4 within the last ten years.
7. The applicant or licensee is a person subject within the last ten years to a court order entering final judgment for violations of chapters 49.46, 49.48, or 49.52 RCW, or 29 U.S.C. 206 or 29 U.S.C. 207, and the judgment was not satisfied within 30 days of the later of either:
  - a. The expiration of the time for filing an appeal from the final judgment order under the court rules in effect at the time of the final judgment order; or
  - b. If a timely appeal is made, the date of the final resolution of that appeal and any subsequent appeals resulting in final judicial affirmation of the findings of violations of chapters 49.46, 49.48, or 49.52 RCW, or 29 U.S.C. 206 or 29 U.S.C. 207.
8. The applicant or licensee is a person subject within the last ten years to a final and binding citation and notice of assessment from the Washington Department of Labor and Industries for violations of chapters 49.46, 49.48, or 49.52 RCW, and the citation amount and penalties assessed therewith were not satisfied within 30 days of the date the citation became final and binding.
9. Pursuant to relevant provisions in Title 8, subsections 14.16.100.A.4, 14.17.075.A, 14.19.100.A.4, 14.20.080.A.4, 14.22.115.A.4, 14.23.115.A.4, 14.26.210.A.4, 14.27.210.A.4, 14.28.210.A.4, 14.30.180.A.4, 14.33.210.A.4, and 14.34.210.A.4, subsection 100.240.A.4 of Ordinance 126091, subsection 100.240.A.4 of Ordinance 126094, and subsection 100.240.A.4 of Ordinance 126274, the applicant or licensee has failed to comply, within 30 days of service of any settlement agreement, with any final order issued by the Director of the Office of Labor Standards, or any final order issued by the Hearing Examiner under Title 8, Chapters 14.16, 14.17, 14.19, 14.20, 14.22, 14.23, 14.26, 14.27, 14.28, 14.29, 14.30, 14.33, and 14.34, Ordinance 126091, Ordinance 126094, and Ordinance 126274 for which all appeal rights have been exhausted, and the Director of the Office of Labor Standards has requested that the Director deny, refuse to renew, or revoke any business license held or requested by the applicant or licensee. The denial, refusal to renew, or revocation shall remain in effect until such time as the violation(s) under Title 8, Chapters 14.16, 14.17, 14.19, 14.20, 14.22, 14.23, 14.26, 14.27, 14.28, 14.29, 14.30, 14.33, and 14.34, Ordinance 126091, Ordinance 126094, and Ordinance 126274 are remedied.
10. The business is one that requires an additional license under this Title 6 and the business does not hold that license.
11. The business has been determined under a separate enforcement process to be operating in violation of law.

\*\*\*

Section 12. Section 12 of City of Seattle Initiative Measure 135 shall be amended as follows:

**Section 12. City Startup Support.**

The City shall provide the Public Developer limited in-kind assistance as necessary for the first 18 months of startup, including but not limited to office space, staffing, supplies, insurance and bonding, and legal services. This in-kind support shall include hiring and retaining the Public Developer's chief executive officer and chief financial officer. This in-kind support shall not derive from any existing housing funding or reduce any City support for other housing projects. The City Council or the people acting through the initiative power shall ~~will~~ decide the amount of subsequent City support for the Public Developer, which may include funds from any source available to do so including, without limitation, the general fund, grant funds, and by issuing Councilmanic Revenue Bonds.

Section 13. Severability. The provisions of this ballot initiative are declared to be separate and severable. If any clause, sentence, paragraph, section, or portion of this ballot initiative, or the application thereof to any person or circumstances is held to be invalid, it shall not affect the validity of the remainder, or the validity of its application to other persons or circumstances.

## SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
LEG	Jennifer LaBrecque	

### 1. BILL SUMMARY

**Legislation Title:** A RESOLUTION regarding Initiative 137 concerning a payroll expense tax to fund the Social Housing Developer; authorizing the City Clerk and the Executive Director of the Ethics and Elections Commission to take those actions necessary to enable the proposed Initiative Measure to appear on the November 5, 2024, ballot and the local voters' pamphlet; requesting the King County Elections Director to place the proposed Initiative Measure on the November 5, 2024, ballot; and providing for the publication of such proposed Initiative Measure.

#### **Summary and Background of the Legislation:**

Proposed Initiative Petition No. 137 (I-137) was filed with the Office of the City Clerk on February 13, 2024 (Clerk File 322950). On July 26, 2024 King County elections provided a Certificate of Sufficiency verifying that there were sufficient signatures to place the petition on the ballot. I-137 would impose a tax on payroll expenses for employers doing business in Seattle.<sup>1</sup> The new tax would apply a five percent rate on compensation above \$1,000,000 a year paid to Seattle-based employee.

Under I-137, at least 95% of the tax revenue shall be allocated and promptly transferred to Seattle's Social Housing Developer Public Development Authority (Social Housing PDA) for development and acquisition of social housing, operation costs, maintenance costs, rehabilitation of acquisitions, making control investments in housing developments, and other functions that advance its mission. The Social Housing PDA was established under Initiative 135, which was approved by voters in February 2023; its purpose is to develop, own, and maintain publicly financed mixed-income social housing developments<sup>2</sup>. Up to 5% of the tax revenue may be allocated to administer the tax, but the amount to administer the tax cannot exceed \$2,000,000 per year.

---

<sup>1</sup> The proposed tax is like the Payroll Expense Tax in that it is a tax on business payroll expense, and as such relies on a generally similar tax base and most of the definitions in the current payroll expenses tax. It is different in that it imposes a 5% tax on every dollar of individual compensation above \$1,000,000, irrespective to size of business. In contrast, the Payroll Expense Tax applies to individual compensation of \$182,385 or higher, paid to any employees at a business with total payroll of \$8,511,281 or higher<sup>1</sup> and has both progressive tiers for both total business payroll and employee compensation level. Also, the current Payroll Expense Tax exempts some compensation at non-profit healthcare providers, whereas the proposed tax does not.

<sup>2</sup> As defined in I-135, social housing must 1) be owned by the PDA 2) Be mixed income, with units affordable to households earning 0% to 120% of Area Median Income 3) Allow tenants to remain in housing even if household income changes 4) Establish rental rates based on operations, maintenance, and loan payments 5) Allow residents opportunities for restorative justice conflict resolution prior to eviction proceedings 6) Not be sold or transferred to a private entity or public-private partnership 6) Allow residents have opportunities to participate in decision-making, and 7) Meet passive housing standards for new developments.

## 2. CAPITAL IMPROVEMENT PROGRAM

### Does this legislation create, fund, or amend a CIP Project?

Yes  No

If yes, please fill out the table below and attach a new (if creating a project) or marked-up (if amending) CIP Page to the Council Bill. Please include the spending plan as part of the attached CIP Page. If no, please delete the table.

## 3. SUMMARY OF FINANCIAL IMPLICATIONS

### Does this legislation have financial impacts to the City?

Yes  No

The resolution submits Initiative I-137 to the Seattle voters for their approval in the November 2024 General Election. Because the resolution only sends Initiative I-137 to voters, and does not actually implement the proposed tax, there are no financial impacts associated with the resolution.

### 3.d. Other Impacts

If approved, proponents of I-137 estimate that the tax would generate about \$50 million each year over the next ten years.

The Seattle Office of Economic and Revenue Forecasts (Forecast Office) reviewed the methodology used to develop these projections and found that it seemed generally sound and on the conservative side. The Forecast Office also noted that there are several data limitations which make projecting this type of tax revenue difficult: 1) compensation data does not exist at the City of Seattle level, so assumptions must be made to extrapolate from data provided for a larger geographic area and 2) payroll data from the Employment Security Department does not include some corporate officer positions, which are more likely to be high income earners.

The Forecast Office also indicated other challenges with projecting the tax revenue associated with I-137. Like the current Payroll Expense Tax, tax revenue collections associated with I-137 would be potentially volatile. According to the Forecast Office, a large share of annual revenue from the existing payroll expense tax comes from a small subset of businesses in the technology sector. Further, a not insignificant amount of compensation paid by employers in the technology sector comes in the form of grants of company stock. For that reason, recent forecasts of the existing payroll expense tax by the Forecast Office have shown a positive correlation between tax collections and trends in technology stock values. As such, volatility in value of technology stocks can reasonably be expected to translate into volatility in tax collections.

Additionally, the increase to the payroll expense tax proposed by I-137 could cause businesses to change their hiring behavior to avoid taxation— such as moving existing employees to locations outside of the city of Seattle and/or shifting new hires to locations outside the city. As noted by the Forecast Office, these types of behavioral shifts could impact not only the potential revenue from the proposed new tax, but also revenues from the existing payroll expense tax and other tax revenue sources, including the sales tax, real estate taxes, and the business and occupation tax.

Overall, according to the Forecast Office the proponent's estimate of annual proceeds around \$50 million per year seems conservative and could be significantly higher. But given the volatility of the tax revenue and its potential to impact business decisions about employee locations, it could also be lower.

The Office of City Finance (OFC) has indicated that, should I-137 be approved by voters, they would request an additional 1.0 FTE Senior Customer Service Representative (Sr. CSR) and 1.0 FTE Tax Auditor to assist with the additional work resulting from the new tax. The fully loaded costs for these positions, assuming a 2026 start date, is \$119,057 for the Sr. CSR and \$151,725 for the Tax Auditor. Based on the cost of previous projects, OFC estimates that the cost of developing the technology system to administer this tax could be around \$1.5 million and that the ongoing maintenance fees for the system would be about \$10,000 per year.

#### 4. OTHER IMPLICATIONS

**a. Please describe how this legislation may affect any departments besides the originating department.**

Office of City Finance would administer the tax.

**b. Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.**

No

**c. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**

**i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

In Seattle low-income households are disproportionately black, indigenous, or people of color (BIPOC) households and black households are most likely to be low-income<sup>3</sup>. BIPOC renter households are also disproportionately rent-burdened. Over half (57%) of all Black renter households in Seattle are cost-burdened, and over a quarter (27%) are severely cost burdened, meaning they spend over half of their incomes on housing costs.<sup>4</sup> Provision of income and rent restricted housing for low-income households can provide housing stability and reduce rent burden.

---

<sup>3</sup> Seattle Market Rate Housing Needs and Supply Analysis, BERK, April 2021, page 19/  
<https://www.seattle.gov/Documents/Departments/OPCD/OngoingInitiatives/HousingChoices/SeattleMarketRateHousingNeedsAndSupplyAnalysis2021.pdf>

<sup>4</sup> Ibid, page 23

f

ii. **Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.** N/A

iii. **What is the Language Access Plan for any communications to the public?** None

**d. Climate Change Implications**

i. **Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.** Legislation not likely to have material impact on carbon emissions.

ii. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle’s resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.** Legislation not likely to have material impact on climate change resiliency.

e. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program’s desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

There are no specific long-term or measure goals included in I-137 or any mechanisms to measure progress towards meeting goals.

**5. CHECKLIST**

Please click the appropriate box if any of these questions apply to this legislation.

**Is a public hearing required?**

**Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?**

**If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?**

**Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

If yes, please review requirements in Resolution 31203 for applicability and complete and attach “Additional risk analysis and fiscal analysis for non-utility partner projects” form.

**6. ATTACHMENTS**

**List Summary Attachments (if any):**



Legislation Text

---

**File #:** CB 120808, **Version:** 1

---

**CITY OF SEATTLE**

**ORDINANCE \_\_\_\_\_**

**COUNCIL BILL \_\_\_\_\_**

AN ORDINANCE relating to floodplains; seventh extension of interim regulations established by Ordinance 126113, and as amended by Ordinance 126536, for an additional six months, to allow individuals to rely on updated National Flood Insurance Rate Maps to obtain flood insurance through the Federal Emergency Management Agency's Flood Insurance Program.

WHEREAS, through Ordinance 126113 in July 2020, the City adopted interim floodplain development regulations to regulate development in special flood hazard areas in accordance with standards established by the National Flood Insurance Program and the Washington State Department of Ecology and areas identified as flood-prone in subsection 25.09.012.B of the Seattle Municipal Code, with an effective date of August 24, 2020, and an expiration date of February 24, 2021; and

WHEREAS, through Ordinance 126271 in January 2021, the City renewed the interim floodplain development regulations for 12 months with an effective date of February 22, 2021, and an expiration date of February 22, 2022, to continue to meet the National Flood Insurance Program and the Washington State Department of Ecology requirements to remain in compliance; and

WHEREAS, through Ordinance 126536 in February 2022, the City amended Section 25.06.110 of the Seattle Municipal Code and extended the interim floodplain development regulations for six months with an effective date of February 18, 2022, and an expiration date of August 18, 2022, to continue to meet the National Flood Insurance Program and the Washington State Department of Ecology requirements to remain in compliance;

WHEREAS, through Ordinance 126651 in August 2022, the City again renewed the interim floodplain

development regulations as amended by Ordinance 126536 for six months with an effective date of August 17, 2022, and an expiration date of February 17, 2023, to continue to meet the National Flood Insurance Program and the Washington State Department of Ecology requirements to remain in compliance; and

WHEREAS, through Ordinance 126763 in February 2023, the City again renewed the interim floodplain development regulations as amended by Ordinance 126536 for six months with an effective date of February 15, 2023, and an expiration date of August 15, 2023, to continue to meet the National Flood Insurance Program and the Washington State Department of Ecology requirements to remain in compliance; and

WHEREAS, through Ordinance 126885 in August 2023, the City again renewed the interim floodplain development regulations as amended by Ordinance 126536 for six months with an effective date of August 15, 2023, and an expiration date of February 15, 2024, to continue to meet the National Flood Insurance Program and the Washington State Department of Ecology requirements to remain in compliance; and

WHEREAS, through Ordinance 126994 in February 2024, the City again renewed the interim floodplain development regulations as amended by Ordinance 126536 for six months with an effective date of February 13, 2024, and an expiration date of August 13, 2024, to continue to meet the National Flood Insurance Program and the Washington State Department of Ecology requirements to remain in compliance; and

WHEREAS, in July 2021, the City published its State Environmental Policy Act (SEPA) decision on the proposed permanent regulations that included amendments to the interim code and additional amendments; and

WHEREAS, in July 2021, the City's SEPA decision was appealed by the Port of Seattle, which has delayed the adoption of the proposed permanent regulations because the Port and City staff have been working on

amendments to the proposed permanent regulations, Director’s Rules, Tips, and a variance guidance document to address the Port’s concerns; and

WHEREAS, in February 2022, the City withdrew its SEPA decision to address the issues raised by the Port of Seattle’s appeal and will reissue SEPA on the amended proposed permanent Floodplain Development Regulations; NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. The City Council makes the following legislative findings of fact and declares as follows:

A. The Council incorporates by reference the findings of fact contained in Ordinance 126113.

B. In July 2020, the City Council passed and the Mayor signed Ordinance 126113, establishing interim floodplain development regulations to maintain the City’s standing in the Federal Emergency Management Agency’s National Flood Insurance Program, enabling residents to continue to be eligible for flood insurance while preventing development incompatible with City goals related to development in the floodplains.

C. Since that time, the City has proposed permanent floodplain development regulations that included the amendments proposed in the interim regulations and additional code amendments and published its State Environmental Policy Act (SEPA) decision on this proposal; however, due to factors detailed below, the work necessary to complete the permanent regulations will not be completed before the expiration of the interim regulations on August 13, 2024.

D. The City’s SEPA decision published in July 2021 was appealed to the Hearing Examiner by the Port of Seattle (“Port”) and Port and City staff have been working to resolve the issues raised by the Port with code amendments, Director’s Rules, Tips, and a variance guidance document.

E. The City withdrew its SEPA decision in February 2022 in order to reissue an updated SEPA analysis on the amended proposed permanent Floodplain Development Regulations that address some or all issues raised by the Port of Seattle.

F. Revised Code of Washington (RCW) 36.70A.390 authorizes the City to renew interim regulations by

ordinance for a six-month period.

Section 2. Pursuant to RCW 36.70A.390, the interim regulations first set forth in Ordinance 126113, and as amended by Ordinance 126536, shall be renewed for a period of six months from the date this ordinance becomes effective, and shall automatically expire after the six-month period unless the same is extended as provided by statute, or unless terminated sooner by the City Council.

Section 3. This ordinance, which is not subject to referendum, shall take effect and be in force after its approval by the Mayor, but if not returned and approved by the Mayor, within ten days after presentation.

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

President \_\_\_\_\_ of the City Council

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

Scheereen Dedman, City Clerk

(Seal)

## SUMMARY and FISCAL NOTE

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
SDCI	Margaret Glowacki	Christie Parker

### 1. BILL SUMMARY

**Legislation Title:**

AN ORDINANCE relating to floodplains; seventh extension of interim regulations established by Ordinance 126113, and as amended by Ordinance 126536, for an additional six months, to allow individuals to rely on updated National Flood Insurance Rate Maps to obtain flood insurance through the Federal Emergency Management Agency’s Flood Insurance Program.

**Summary and Background of the Legislation:**

This legislation extends the interim floodplain development legislation adopted by Ordinance 126113, and amended by Ordinance 126536, for a seventh time with a public hearing as allowed by the State Growth Management Act. Without adoption of this legislation the interim regulations would expire on August 13, 2024. This legislation extends the amended interim regulations 6 months so that the City’s floodplain mapping and development regulations will continue to be consistent with federal law. These regulations will continue to be in place while SDCI works to resolve issues raised by the Port of Seattle through a SEPA appeal in July 2021. The additional time is needed for City staff and Port staff to work on additional code amendments, Director’s Rules, Tips, and a variance guidance document to clarify code requirements and procedures.

The extension of the interim regulations applies to permit applications for construction on property within floodplain areas mapped by the Federal Emergency Management Agency (FEMA). FEMA has required these types of updates across the country. FEMA published the final updated floodplain map for King County in February 2020. This map (called the Flood Insurance Rate Map) identifies properties that are at risk of flooding and is used to determine which properties are required to have flood insurance. The updated FEMA map is considered final and took effect on August 19, 2020.

### 2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project?  Yes  No

### 3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City?  Yes  No

### 3.d. Other Impacts

**Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.**

No. While the updated mapping in the interim legislation, Ordinance 126113, includes approximately 185 additional properties, the number of permit applications that are being reviewed using the interim regulations is minimal. Existing SDCI staffing is sufficient to review permit applications and costs are recovered by existing permit fees. The updated maps have already been prepared.

**If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.**

See response above.

**Please describe any financial costs or other impacts of *not* implementing the legislation.**

No financial costs to the City are anticipated. If the City does not extend the interim regulations, property owners in the FEMA mapped floodplain areas may not be able to purchase flood insurance or renew an existing policy.

### 4. OTHER IMPLICATIONS

**a. Please describe how this legislation may affect any departments besides the originating department.**

Yes, SPU, Parks, SDOT, and any other department that is proposing development in the floodplain will need to comply with these regulations.

**b. Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.**

The legislation will continue to apply to approximately 2,190 properties along the Puget Sound coast, the Duwamish River, and certain streams. This number includes the additional 185 properties included in the interim regulations.

**c. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**

**i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

Nationally, areas with more minority residents tend to have a greater share of unmapped flood risk. While FEMA's February 2020 maps better reflect that risk, some property owners will need to purchase flood insurance, which low-income property owners may struggle to afford. The City's floodplain regulations meet the federal requirements for

flood insurance and in some instances are more protective. The more protective standards will result in lower insurance rates over the long term.

**ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

A RET has been prepared for the permanent proposal for floodplain regulations, which is under development.

**iii. What is the Language Access Plan for any communications to the public?**

None.

**d. Climate Change Implications**

**i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**

The legislation is not anticipated to change carbon emissions.

**ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

The interim floodplain regulations are intended to increase resiliency to climate change in Seattle by identifying areas that are at risk of flooding and requiring building standards that either keep development out of the areas that are at the highest risk of damage or require structures to be floodproofed to decrease the risk of damage.

**e. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals? Not applicable.**

**5. CHECKLIST**

- Is a public hearing required? Yes.
- Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required? Yes.
- If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?
- Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?

## 6. ATTACHMENTS

**Summary Attachments:** None.



# SEATTLE CITY COUNCIL

July 5, 2024

## NOTICE OF A SEATTLE CITY COUNCIL PUBLIC HEARING ON LEGISLATION TO EXTEND INTERIM FLOODPLAIN DEVELOPMENT REGULATIONS

The Seattle City Council will hold a public hearing on August 6, 2024, on Council Bill 120808, which would extend for up to six months interim floodplain development regulations originally established through Ordinance 126113 in 2020. The interim development regulations have been extended six times previously.

Interim regulations are required for participation in the National Flood Insurance Program and are based on a Federal Emergency Management Agency Flood Insurance Study. Interim regulations will be in place while the Seattle Department of Construction and Inspections finalizes recommendations for permanent regulations.

### PUBLIC HEARING

The City Council will hold a public hearing to take comments on the bill extending the interim development regulations on Tuesday, August 6, 2024, at 2:00 p.m. The hearing will be held in the:

City Council Chambers  
2<sup>nd</sup> Floor, Seattle City Hall  
600 Fourth Avenue, Seattle, WA

Persons who wish to participate in or attend the hearing may be offered the opportunity to do so remotely. If this is the case, the City Council will provide instructions in the meeting agenda on how to participate remotely. Please check the City Council agenda a few days prior to the meeting at <http://www.seattle.gov/council/committees>.

Print and communications access is provided on prior request. Seattle City Council Chambers is accessible. Directions to the City Council Chambers, and information about transit access and parking are available at <http://www.seattle.gov/council/meet-the-council/visiting-city-hall>.

### Written Comments

For those unable to attend the public hearing, written comments may be sent to:

Council President Sara Nelson  
Attn: Emilia Sanchez  
600 Fourth Avenue, Floor 2  
PO Box 34025  
Seattle, WA 98124-4025  
or by email to [council@seattle.gov](mailto:council@seattle.gov)

Written comments should be received by Tuesday, August 6, 2024, at 12:00 p.m.

### INFORMATION AVAILABLE

Copies of the proposal may be obtained from the City Clerk website at <https://seattle.legistar.com/Legislation.aspx>. Please reference Council Bill No. 120808 in the "Search" field.

Questions regarding the ordinance or requests for electronic copies may be directed to Maggie Glowacki of the Seattle Department of Construction and Inspections at (206) 386-4036 or [margaret.glowacki@seattle.gov](mailto:margaret.glowacki@seattle.gov).



Legislation Text

---

**File #:** CB 120825, **Version:** 1

---

**CITY OF SEATTLE**

**ORDINANCE \_\_\_\_\_**

**COUNCIL BILL \_\_\_\_\_**

AN ORDINANCE relating to jail services; authorizing the Mayor to execute an Interlocal Agreement with South Correctional Entity for the provision of jail services; and ratifying and confirming certain prior acts.

WHEREAS, the Seattle City Charter entrusts the Mayor with maintaining peace and order in The City of Seattle (City), which includes the enforcement of City laws; and

WHEREAS, the City has been a leader in developing and supporting alternatives to the criminal legal system, including diversion programs such as LEAD and diversified response teams such as CARE; and

WHEREAS, the City has taken meaningful steps to reduce bias within the criminal legal system, including investing in upstream solutions, supporting community-led programs, and passing ordinances such as the anti-bias policing law, the “ban the box” law, and legislation mandating that Seattle examine every law and policy through a racial and social justice lens; and

WHEREAS, the City has developed a new model for providing treatment and diversion services to those involved with the criminal legal system, including through the recently passed public use and possession ordinance and place-based approaches to reduce crime; and

WHEREAS, the City has invested in treatment models and programs to help those suffering from addiction and mental illness and to minimize those individuals’ involvement in the criminal legal system; and

WHEREAS, while jail is not always the first or most appropriate option for someone engaged in unlawful activities, it is necessary for ensuring a functioning criminal legal system; and

WHEREAS, ensuring everyone in Seattle is safe requires a system that provides an array of options to reduce

recidivism and prevent crime; and

WHEREAS, the status quo of people suffering on our streets in a frequent cycle of arrest, release, and re-offense fails to address root causes, serving neither those suffering nor the larger Seattle community; and

WHEREAS, the lack of capacity, innovation, and flexibility in Seattle's current criminal justice system is not effectively delivering the appropriate resources to those in need nor holding offenders appropriately accountable for their actions; and

WHEREAS, Seattle pays for the confinement of individuals who are charged or convicted of committing misdemeanor crimes under the Seattle Municipal Code; and

WHEREAS, South Correctional Entity (SCORE) is a governmental administrative agency formed under the Interlocal Cooperation Act (chapter 39.34 RCW); and

WHEREAS, the Interlocal Cooperation Act and the City and County Jails Act (chapter 70.48 RCW) authorize cities to enter interlocal agreements for jail services; and

WHEREAS, SCORE and the City seek to partner to ensure additional jail space is secure, safe for inmates and others, and in line with national best practices; and

WHEREAS, expanding the facilities at which misdemeanor detainees can be booked will help build a better functioning correctional and criminal legal system; and

WHEREAS, expanded jail services at SCORE will be an additional tool for law enforcement and will not change the City's goal of diverting misdemeanor offenders to case workers, treatment, and other services when appropriate; and

WHEREAS, the City intends to enter into a pilot program to house misdemeanor detainees at the SCORE facility, will continuously assess the effectiveness of this program, and reserves the right to terminate this program if it does not meet the needs of the City; and

WHEREAS, the City will ensure that all inmates are offered the opportunity to work with staff on release

planning; and

WHEREAS, the City will collaborate with outreach providers, case workers, and shelter and permanent supportive housing providers to coordinate warm handoffs upon release; and

WHEREAS, the City will maximize the ability of inmates to receive medication for opioid use disorders and medical treatment; and

WHEREAS, individuals booked into SCORE by SPD that are considered “Trueblood” class members will be given the opportunity to participate in a new program at SCORE with the goal of ensuring incarcerated individuals do not recompensate; and

WHEREAS, the City will address outstanding operational requirements and set internal policies prior to commencing bookings at SCORE; and

WHEREAS, the City will continue to work with stakeholders to ensure that existing and future operational concerns and issues are mitigated wherever possible so that the use of additional jail services has as minimal of an impact as possible on the functioning of the overall system; and

WHEREAS, the City will create an opportunity for an ongoing workgroup to assess how the additional jail services are working and to ensure that they are meeting the objectives of the City set forth herein and in the Interlocal Agreement ultimately agreed to; NOW, THEREFORE;

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. The Mayor, or the Mayor’s designee, is authorized to execute, for and on behalf of The City of Seattle, an agreement with South Correctional Entity, a governmental agency, substantially in the form of the Interlocal Agreement for Inmate Housing Between South Correctional Entity and The City of Seattle attached to this ordinance as Attachment 1.

Section 2. The Mayor is authorized to decrease or increase the number of Guaranteed Beds in Exhibit A of Attachment 1 subject to appropriation authority.

Section 3. Any act consistent with the authority of this ordinance taken after its passage and prior to its

effective date is ratified and confirmed.

Section 4. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

President \_\_\_\_\_ of the City Council

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Scheereen Dedman, City Clerk

(Seal)

**Attachments:**

Attachment 1 - Interlocal Agreement for Inmate Housing Between South Correctional Entity and The City of Seattle

## INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter “Agreement”) is made and entered into by and between the SOUTH CORRECTIONAL ENTITY, a governmental administrative agency formed pursuant to RCW 39.34.030(3) (“SCORE”) and the CITY OF SEATTLE, a municipal corporation organized under the laws of the State of Washington (hereinafter the “Contract Agency” together with SCORE, the “Parties” or individually a “Party”).

### RECITALS

WHEREAS, SCORE was formed by its Owner Cities (as defined herein) as a governmental administrative agency pursuant to RCW 39.34.030(3) to operate and maintain a consolidated correctional facility located in the city of Des Moines (the “SCORE Facility”) to serve the Owner Cities, federal and state agencies and other local governments that contract with SCORE from time to time to provide correctional services essential to the preservation of the public health, safety, and welfare; and

WHEREAS, the Contract Agency desires to transfer custody of certain inmates to SCORE to be housed at the SCORE Facility; and

WHEREAS, this Agreement is entered into by and between the Parties pursuant to chapters 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments;

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

### SECTION 1. DEFINITIONS.

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

Detainer means a legal order authorizing or commanding another agency a right to take custody of a person.

Commencement Date means 30 days following notice from the Contract Agency that it will commence transferring custody of certain inmates to SCORE.

Contract Agency Inmate means a person or persons subject to the Contract Agency’s custody who is transferred to SCORE’s custody under this Agreement.

Daily Bed Rate means the daily rate the Contract Agency is charged to occupy a general population bed, as set forth in Exhibit A.

Daily Surcharge Rates means any of the following special charges as defined in Exhibit A: Daily Surcharge Rates: Medical-Acute; Mental Health-Acute; and Mental Health-General Population.

Guaranteed Bed Rate means a reduced Daily Bed Rate - Guaranteed, as set forth in Exhibit A.

Inmate means a person or persons transferred to SCORE’s custody to be housed at the SCORE Facility. The term “Inmates” includes Contract Agency Inmates.

Interlocal Agreement means the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009 and amended and restated on December 11, 2019, as it may be further amended from time to time, executed among the parties thereto for the purpose of forming SCORE.

Mental Health - Residential Beds means Inmates clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing ongoing mental health care services and specialized housing in SCORE's Mental Health - Residential Unit.

Medical – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of medical services and housing provided in SCORE's medical clinic.

Mental Health – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of psychiatric services and specialized housing in SCORE's Mental Health - Acute Unit.

Owner City has the meaning set forth in the Interlocal Agreement.

Non-Guaranteed Bed Rate means a higher daily housing bed rate and subject to availability, as set forth in Exhibit A.

SCORE Facility means the correctional facility maintained and operated by SCORE located at 20817 17<sup>th</sup> Avenue South, Des Moines, WA 98198.

Termination Date means September 30, 2029.

## **SECTION 2. TERM.**

This Agreement shall commence at 12:00 a.m. PST on the Commencement Date and terminate at 11:59 p.m. PST on the Termination Date, unless sooner terminated by either Party in accordance with this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the Parties.

## **SECTION 3. INMATE HOUSING AND SERVICES.**

Subject to the terms of this Agreement, SCORE hereby agrees to accept Contract Agency Inmates and to provide housing, care, and custody of those Contract Agency Inmates pursuant to SCORE policies and procedures. Additional related services and associated fees, if any, to be provided to Contract Agency Inmates and/or the Contract Agency are listed in Exhibit A.

To the greatest extent permitted by law, SCORE shall have the right to refuse to accept an individual in custody of the Contract Agency or to return any Contract Agency Inmate to the Contract Agency for any reason, including but not limited to if, in the sole discretion of SCORE, such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the SCORE Facility, and/or has a medical illness or injury that makes housing such individual not in the best interest of SCORE or other Inmates as described in Exhibit D. Final acceptance of an individual based on illness or injury is determined upon approval of medical staff at the time of booking.

## **SECTION 4. COMPENSATION.**

In consideration of SCORE's commitment to provide housing and related services for Contract Agency Inmates, the Contract Agency agrees to pay SCORE the fees and charges set forth in Exhibit A.

Such fees and charges may include, but are not limited to, booking, daily bed rate, medical and specialty, mental health, transportation, security, other charges and/or negotiated fees.

SCORE may from time to time revise the fees and charges for housing and related services under this Agreement during the term of this Agreement. SCORE shall give advance notice of any change to its fees and charges for such service in order to allow the Contract Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by the Parties hereto, any new fees and charges under a new fee schedule shall become effective on January 1 of the following year.

The Contract Agency shall acknowledge receipt of the rates and charges schedule in writing and such acknowledgement shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of the Contract Agency or the Administrative Board of SCORE.

#### **SECTION 5. TRANSPORTATION, BOOKING, CLASSIFICATION, DISCIPLINE AND RELEASE PROCEDURES.**

- A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.
- B. Booking. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures.
- C. Classification. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and reasonable judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and reasonable judgment of SCORE as provided in Exhibit F.
- D. Inmate Discipline. SCORE shall discipline Contract Agency Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the Contract Agency.
- E. Release. Except for work programs or health care, if no probable cause determination is made as required by law, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. If SCORE becomes aware that there has been no probable cause determination as required by law, and the person is still in SCORE's custody, SCORE will notify the Contract Agency that the person must be released unless written proof that the probable cause determination was made is provided. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows: SCORE will release each Contract Agency Inmates to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Owner City of arrest, or the Owner City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees, if any, for transportation outside of King County are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family or friend with confirmed transportation, or be released via private taxi.

#### **SECTION 6. INMATE MEDICAL RECORDS, CLOTHING, BEDDING, PROPERTY AND WORK PROGRAMS.**

- A. Inmate Medical Records. Should a Contract Agency Inmate receive medical care for injuries or illness at the time of arrest and prior to booking at the SCORE Facility, the Contract Agency shall provide medical documentation pertaining to injury or illness to SCORE at the time of booking if the Contract Agency has access to such records. If the Contract Agency cannot provide such records, SCORE, in its sole discretion, may refuse to accept a Contract Agency Inmate.
- B. Inmate Property. SCORE agrees to provide each Contract Agency Inmate with necessary or appropriate clothing and essential hygiene items. SCORE shall accept, hold, and handle, and return any Contract Agency Inmate property in accordance with SCORE's policies and procedures, and shall be responsible only for Contract Agency Inmate property actually delivered into SCORE's possession. In the event a Contract Agency Inmate is being transported from a Contract Agency designated detention or correction facility, it will be the responsibility of the Contract Agency to process the Contract Agency Inmate's property not delivered and accepted into SCORE's possession as provided in Exhibit E.
- C. Work Programs. SCORE may assign Contract Agency Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.
- D. Visitation. SCORE shall provide reasonable scheduled visitation for Contract Agency Inmates. Inmate visitation may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video visit access is available at the SCORE Facility. Confidential telephones or visitation rooms shall be available to a Contract Agency Inmate to communicate with his or her legal counsel.
- E. Inmate Accounts. SCORE shall establish and maintain a non-interest-bearing account for each Contract Agency Inmate. Upon returning custody of a Contract Agency Inmate to the Contract Agency, SCORE shall transfer the balance of that Contract Agency Inmate's account that is not subject to charges, to the Contract Agency Inmate or to the Contract Agency in the form of cash, check, debit card or other agreed upon method in the name of the Contract Agency Inmate.

#### **SECTION 7. HEALTH CARE.**

SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association (ACA) or National Commission on Correctional Health Care (NCCHC).

In-facility medical, dental, and mental health services are included in the daily rate set forth in Exhibit A. Should a Contract Agency Inmate require medical, mental health, dental, and/or other medical services at an outside medical or health care facility, SCORE shall notify the Contract Agency's designee (either by written or electronic means) within a reasonable time period before the Contract Agency Inmate receives such medical, mental health, dental or any other medical services. Notwithstanding the foregoing, the Contract Agency acknowledges that such notice may not be reasonably possible prior to emergency care.

The Contract Agency shall pay for all medical, mental health, dental or any other medical services or equipment that are required to care for Contract Agency Inmates outside of the SCORE Facility in addition to the charges listed in Exhibit A. Lack of prior notice shall not excuse the Contract Agency from financial responsibility for such expenses and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a Contract Agency Inmate is admitted to a hospital, the Contracting Agency will be responsible for hospital security unless other arrangements are made with SCORE. SCORE, in its sole discretion, may, or at the request of the Contract Agency shall, provide hospital security services for an additional charge as provided in Exhibit A.

#### **SECTION 8. DETAINERS.**

Warrants and Contract Agency Inmates in a “Detainer” status shall be handled according to SCORE policies and procedures and as provided in Exhibit B attached hereto.

#### **SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.**

If a court of limited jurisdiction releases a hold on a Contract Agency Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that Contract Agency Inmate except if the Contract Agency wishes to use the video arraignment system at the SCORE Facility.

#### **SECTION 10. ESCAPE; DEATH.**

If a Contract Agency Inmate escapes SCORE’s custody, SCORE shall notify the Contract Agency as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped Contract Agency Inmates.

If a Contract Agency Inmate dies while in SCORE custody, SCORE shall notify the Contract Agency as soon as reasonably possible. The King County Medical Examiner shall assume custody of the Contract Agency Inmate’s body. Unless another agency becomes responsible for investigation, one or more Owner City shall investigate and shall provide the Contract Agency with a report of its investigation. The Contract Agency may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the Contract Agency’s communication with and receipt of reports from the other agency.

The Contract Agency shall provide SCORE with written instructions regarding the disposition of the Contract Agency Inmate’s body. The Contract Agency shall pay for all reasonable expenses for the preparation and shipment of the body. The Contract Agency may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the Contract Agency shall be responsible for all costs associated with this request.

#### **SECTION 11. REPORTING AND INSPECTION.**

SCORE agrees to use reasonable efforts to work with the Contract Agency to provide access to and/or reports from jail management systems that provide statistical information about Inmates. The Contract Agency shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the Contract Agency may interview Contract Agency Inmates and review Contract Agency Inmates’ records. The Contract Agency shall have no right to interview Inmates housed for other jurisdictions or to review their records unless Contract Agency is properly authorized to do so by the Inmate or the other jurisdiction.

#### **SECTION 12. TECHNOLOGY.**

SCORE and the Contract Agency may each permit the other continuous access to its computer database regarding all Contract Agency Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the Contract Agency and appropriate computer(s) of SCORE.

### **SECTION 13. BILLING AND PAYMENT.**

SCORE shall provide the Contract Agency with monthly statements itemizing the name of each Contract Agency Inmate; the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE; and itemization of any additional charges including a description of the service provided, date provided and reason for service. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the Contract Agency electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received. Any fees or charges for Inmates housed on charges from multiple agencies (including but not limited to outside medical care) will be divided equally among those agencies.

### **SECTION 14. BILLING DISPUTE RESOLUTION.**

The Contract Agency must provide written notice of dispute to SCORE within 60 days of billing or other disputed charges. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes. SCORE and the Contract Agency shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the Contract Agency must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

### **SECTION 15. INDEPENDENT CONTRACTOR.**

In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the Contract Agency for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the Contract Agency under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a Party to this Agreement.

### **SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.**

SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights (unless the Contract Agency has affirmatively notified SCORE in writing that a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim), injury,

or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

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

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

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

#### **SECTION 17. INSURANCE.**

SCORE and the Contract Agency shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the Contract Agency shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension, or material change in coverage.

#### **SECTION 18. TERMINATION.**

Either Party may terminate this Agreement, with or without cause, by providing the other Party with 90 days written notice of termination as provided in RCW 70.48.090.

#### **SECTION 19. RECORDS.**

The Parties hereto shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation and Destruction of Public Records) and all other applicable federal, state and local laws and regulations.

#### **SECTION 20. OPERATION OF SCORE FACILITY; PRISON RAPE ELIMINATION ACT.**

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations. SCORE acknowledges and complies with the terms of the Prison Rape Elimination Act regarding custodial sexual misconduct as set forth in Exhibit C.

## **SECTION 21. HIPAA AND HITECH COMPLIANCE.**

The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.

## **SECTION 22. EQUAL OPPORTUNITY.**

Neither Party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental, or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*).

## **SECTION 23. MISCELLANEOUS.**

- A. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.
- B. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned, or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.
- C. Non-Waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- D. Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.
- F. Attorneys' Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit each Parties' right to indemnification under this Agreement.
- G. Approval and Filing. Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.
- H. Amendment. Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.

- I. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.
- J. Compliance with Applicable Laws and Standards. SCORE agrees to manage the Contract Agency Inmates and the SCORE Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the SCORE Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and to reasonably carry out the provisions of this Agreement.
- K. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the SCORE, SCORE can cease providing such services until payment is made.
- L. Representatives; Notices. The individuals listed below the signature blocks included in this Agreement are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as provided after the signature blocks included in this Agreement, or to such other address as may be designated by the addressee by written notice to the other Party.
- M. Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

#### **SECTION 24. EXECUTION.**

This Agreement shall be executed by the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Title/Name Executive Director Devon Schrum

Title/Name: \_\_\_\_\_

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY  
20817 17th Avenue South  
Des Moines, WA 98198  
Attention: Devon Schrum

Email: [dschrum@scorejail.org](mailto:dschrum@scorejail.org)  
Telephone: 206-257-6262

---

**Exhibit A**

**FEES AND CHARGES AND SERVICES**

<u>Booking Fee:</u> <sup>1</sup>	\$65.00	
<u>Daily Housing Rates:</u>		
General Population – Guaranteed Beds	\$142.58	No. of Beds: _____
General Population – Non-Guaranteed Beds	\$204.97	
<u>Daily Rate Surcharges:</u> <sup>2</sup>		
Mental Health – Residential Beds	\$163.77	
Medical - Acute Beds	\$223.51	
Mental Health – Acute Beds	\$286.34	
<u>Health Care Services:</u> <sup>3</sup>		
In-Facility Care	Included	
Outside Medical Services	Contract Agency billed	
Emergency Care	Contract Agency billed	
Pharmaceuticals	Medications billed to Contract Agency	
<u>Transportation Fees:</u>		
SCORE Officer Transport	\$85.00/per hour	
<u>Security Services:</u>		
Hospital Security	\$85.00/per hour	
<u>Video Court:</u>		
In-Custody Arraignment	Included	

Other Terms & Conditions:

1. Fees, charges, and services will be annually adjusted each January 1<sup>st</sup>.
2. SCORE will provide at least 6 months advance notice to changes in fees, charges, and services except for rate changes effective January 1, 2025. Contract Agency understands that 2025 rates are already set and agrees waive the 6 months advance notice.
3. The number of Guaranteed Beds may be increased or decreased by written request from the City representative and with written approval from the SCORE representative.

---

<sup>1</sup> The Booking Fee will be charged to the jurisdiction responsible for housing the inmate

<sup>2</sup> Surcharges are in addition to daily housing rates and subject to bed availability

<sup>3</sup> Guided by American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC)

---

**Exhibit B**

**WARRANTS/OTHER COURT ORDERS/DETAINERS**

The following shall apply to Contract Agency Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a Contract Agency Inmate, the booking officers at SCORE shall review all paperwork provided by the Contract Agency for all grounds to hold the Contract Agency Inmate.
2. Prior to releasing a Contract Agency Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Contract Agency Inmate is subject to any valid warrants or other detainers.
  - a) If the Contract Agency Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Contract Agency, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
  - b) If the Contract Agency Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
  - c) If the Contract Agency Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
  - d) If, upon return from SCORE to the Contract Agency, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini- Chain.

---

**Exhibit C**

**PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT**

1. Compliance  
SCORE agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Contract Agency Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:
  - a) The Prison Rape Elimination Act of 2003 (PREA)
  - b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
  - c) Zero tolerance toward all forms of sexual abuse and sexual harassment.
  
2. Monitoring  
SCORE agrees to provide the Contract Agency documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:
  - a) Site visits,
  - b) Access to facility data, and
  - c) Review of applicable documentation.
  
3. Contract Agency may terminate this Agreement
  - a) Should SCORE fail to provide documentation that demonstrates that the SCORE is actively and effectively working toward and is making substantive progress toward achieving compliance; or
  - b) Should SCORE fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.
  
4. The Contract Agency will terminate this Agreement
  - a) Should SCORE elect to discontinue pursuit of PREA compliance;
  - b) Should SCORE be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified timeframes; or
  - c) Should SCORE be found to be in egregious violation of PREA.

---

**Exhibit D**

**MEDICAL ACCEPTABILITY**

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case-by-case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia, or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

**Exhibit E**

**PROPERTY**

1. SCORE will *not accept or transport* the following:
  - a) Backpacks, suitcases, etc.
  - b) Unpackaged food products.
  - c) Food products in packaging that have been opened.
  - d) Any type of weapon (includes pocket knives).
  - e) Liquids.
  - f) Helmets of any kind.
  - g) Large items that will not fit into a common paper grocery bag.
  - h) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the Contract Agency according to these criteria.

---

**Exhibit F**

**CLASSIFICATION**

SCORE maintains a classification plan to guide staff in the processing of individuals brought into the facility. The plan includes an initial screening process, as well as a process for determining appropriate housing assignments (28 CFR 115.42) and uses an objective screening instrument and procedures for making decisions about classification and housing assignments. The plan includes, and not limited to, an evaluation of the following criteria:

1. Behavior during arrest and intake process
2. Potential risk of safety to others or self
3. Medical needs
4. The inmate's own perception of his/her vulnerability
5. Any other criteria as deemed appropriate by the Executive Director or designee

The Contract Agency shall supply SCORE with the following Classification related information, if known to or in possession of the Contract Agency:

1. If the Contract Agency Inmate has been classified to a special housing unit.
2. If the Contract Agency Inmate has been classified as protective custody.
3. If the Contract Agency Inmate:
  - a) Is a violent offender or has displayed violent behavior during present or past incarcerations
  - b) Is identified as a threat to law enforcement
  - c) Is an escape risk

---

**Exhibit G**

**BORROWING**

One contracting agency may “borrow” another Contract Agency’s Inmate as follows:

1. If a Contract Agency requests the transport of another contracting agency’s Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate’s return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 16 of the Agreement.
3. SCORE will not track the Inmate once he or she has left the SCORE Facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.

---

**Exhibit H**

**RELEASE PLANNING SERVICES**

SCORE release planning services are available for all individuals booked into SCORE. Under the terms of this agreement, individuals booked by the Seattle Police Department will have the same access to services.

Jail release services are voluntary, based on availability, and the length of stay of an individual.

Jail release services are at the request of the individual seeking services.

---

**Exhibit I**

**RELEASE TIMING FOR HEARINGS**

SCORE will allow the Contract Agency to pick up Contract Agency Inmates in the morning and return them in the evening to attend hearings.

**Exhibit J**

**AVAILABILITY OF MEDICATION FOR OPIOID USE DISORDER**

SCORE offers a comprehensive Medication for Opioid Use Disorder (MOUD) program. This program is available for eligible individuals booked into SCORE by Seattle Police Department. SCORE's medical services are guided by the American Correctional Association on National and Commission on Correction Health Care. SCORE uses the standard COWS and CIWA assessment method to measure a patient's ongoing detox and withdrawal needs to manage symptoms and discomfort.

---

**Exhibit K**

**CLINICAL INTERVENTION SPECIALIST PILOT PROGRAM**

Eligible Individuals booked into SCORE by Seattle Police Department that are considered “Trueblood” class members may be given the opportunity to work with Clinical Intervention Specialists, with the goal of ensuring incarcerated individuals do not decompensate. This pilot program includes medication management, connection to community care, treatment with psychology associates and diversion from inpatient services.

**SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Mayor’s Office	Natalie Walton-Anderson	Linda Taylor-Manning

**1. BILL SUMMARY**

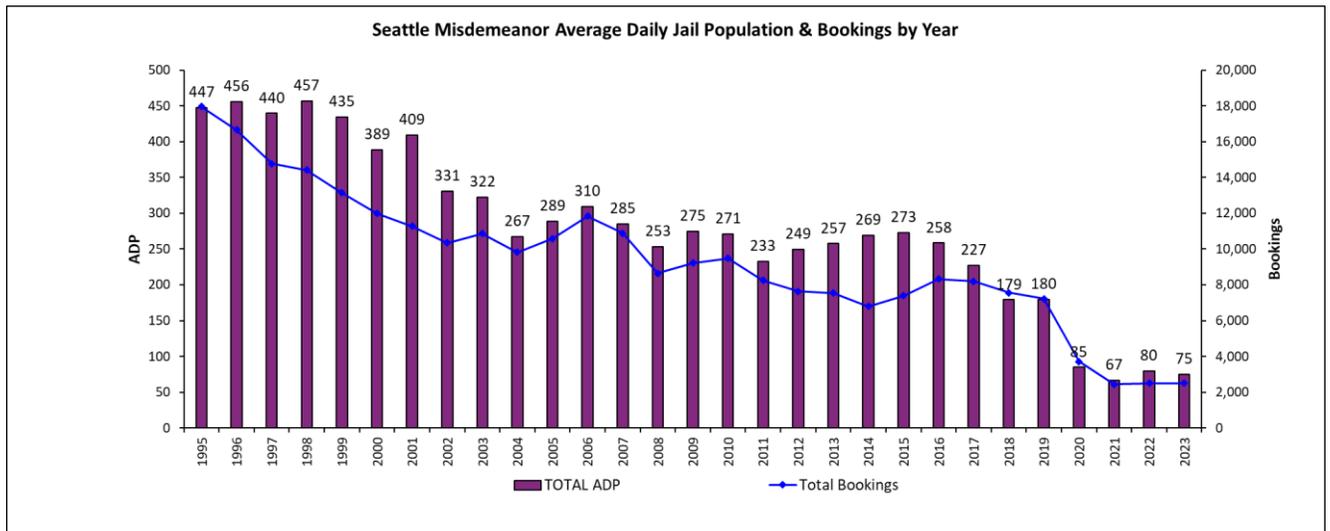
**Legislation Title:** AN ORDINANCE relating to jail services; authorizing the Mayor to execute an Interlocal Agreement with South Correctional Entity for the provision of jail services; and ratifying and confirming certain prior acts.

**Summary and Background of the Legislation:**

The City of Seattle currently has an Interlocal Agreement (ILA) with King County (KC) to house all inmates with misdemeanor charges from Seattle Municipal Court (SMC) in KC’s jail facilities. The term of the ILA is from January 2012 to December 2030.

Beginning in 2020, there was a significant decline in the City’s access to the KC jail for misdemeanants. This was in response to a March 2020 Executive Order issued by the County Executive that sought to reduce the jail population due to the COVID emergency.

The below chart shows the resultant steep decline in the City’s use of KC jail beds where the average daily population (ADP) dropped to 77 ADP on average from 2020-2023.



The March 2020 Executive Order limited misdemeanor bookings to the following:

- Misdemeanor assaults;
- Violations of no contact or protection orders;
- Driving under the influence (DUIs);

- Sex crimes; or
- Other charges presenting a serious public safety concern.

The booking restrictions were loosened slightly in February 2022 and remain in place. The City’s ADP remains well below pre-COVID levels due to continued booking restrictions and results in the City lacking sufficient misdemeanor jail beds.

Given the ongoing booking restrictions, the City is interested in the use of available misdemeanor jail beds at other appropriate facilities to supplement its existing KC jail beds.

The City intends to enter into a pilot program to house misdemeanor detainees at the SCORE facility, will continuously assess the effectiveness of this program, and reserves the right to terminate this program if it does not meet the needs of the City.

The City will develop clear policies to define which crime types qualify an individual for booking at SCORE as part pilot program under the ILA. Generally, SCORE will be used for those who are medically cleared to be booked, have been arrested for offenses that fall outside of the current King County jail booking restrictions but that still have significant impact to the community, and are unlikely to be subject to additional in-custody criminal proceedings after their preliminary hearing/arraignment.

This bill would authorize the Mayor to execute an agreement with SCORE for use of at least 20 beds.

**2. CAPITAL IMPROVEMENT PROGRAM**

Does this legislation create, fund, or amend a CIP Project?  Yes  No

**3. SUMMARY OF FINANCIAL IMPLICATIONS**

Does this legislation have financial impacts to the City?  Yes  No

<b>Expenditure Change (\$); General Fund</b>	<b>2024</b>	<b>2025 est.</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>2028 est.</b>
		\$1,839,550	\$1,913,132	\$1,989,658	\$2,069,244
<b>Expenditure Change (\$); Other Funds</b>	<b>2024</b>	<b>2025 est.</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>2028 est.</b>

<b>Revenue Change (\$); General Fund</b>	<b>2024</b>	<b>2025 est.</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>2028 est.</b>
<b>Revenue Change (\$); Other Funds</b>	<b>2024</b>	<b>2025 est.</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>2028 est.</b>

<b>Number of Positions</b>	<b>2024</b>	<b>2025 est.</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>2028 est.</b>
	0	0	0	0	0

Total FTE Change	2024	2025 est.	2026 est.	2027 est.	2028 est.
	0	0	0	0	0

**3.d. Other Impacts**

**Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.**

There is potential for additional financial impacts such as Seattle Police Department (SPD) staffing costs related to transportation to and from SCORE for hearings. Operational decisions around whether this will be during an officer’s normal schedule, overtime or with a different staff team are still being determined. A rough estimate would be an annual on-going cost of \$262K assuming two officers making two trips to SCORE for six days per week.

Additionally, there may be one-time costs associated with establishing a new technology data bridge between the jail facility client database and the Seattle Municipal Court (SMC)’s system; these costs are estimated to be around \$150k-\$300k in one-time appropriation.

The City contracts with King County Department of Public Defense (KC-DPD) to provide public defense services through an ILA for misdemeanants in Seattle Municipal Court. Attorney travel to SCORE may increase KC-DPD hours on those cases, though this should be minimal given most clients will be released within 24 to 48 hours after arrest.

**If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.**

The current 2024 Adopted Budget appropriation for Jail Services is \$22.4 million. An anticipated underspend in the Department of Finance and Administrative Services’ Jail Services Budget Summary Level is expected to cover the cost of the 2024 SCORE jail bed estimated to be a total of \$600,000 on the assumption of 20 ADP for September through December.

**Please describe any financial costs or other impacts of *not* implementing the legislation.**

The impact of not implementing the ILA with SCORE for jail services results in continuing public safety concerns. Without the ability to acquire more bed space to offset the current booking and bed limitations at the King County Jail, law enforcement will lose the ability to utilize jail for individuals who continue to engage in repeated and harmful criminal behavior despite significant efforts to use other alternatives. Without an immediate ability for law enforcement to respond and disrupt the harmful impacts crime can have on our property and injury victims, we leave the community no option for respite for repeated criminal behavior.

#### 4. OTHER IMPLICATIONS

**a. Please describe how this legislation may affect any departments besides the originating department.**

The Executive launched a criminal justice stakeholder process in June to explore operational issues associated with searching for jail services. These meetings consisted of City departments such as the Mayor’s Office, Seattle Police Department (SPD), Seattle Municipal Court (SMC), City Attorney’s Office, the Office for Civil Rights, and the City Budget Office. It also included other important stakeholders such as the KC Department of Public Defense (KC-DPD), Purpose. Dignity. Action (PDA), and We Deliver Care. This engagement process daylighted potential effects to departments that are highlighted below.

SPD will have to update its current booking policy and procedures to include an additional jail facility. SPD will need to establish a protocol with SCORE on the transfer of inmates and reporting requirements. Additionally, SPD will have to temporarily support transporting people to and from SCORE for any potential court hearings. The Seattle Municipal Court (SMC) will need to develop operational procedures when sentencing inmates to SCORE and will have to take on additional appointments to their hearing calendar. Additionally, the Seattle Information Technology department (SeattleIT) and SMC will need to build an additional data exchange with SCORE to share booking information.

**b. Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.**  
No.

**c. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**

**i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

The ability to utilize the jail for misdemeanor bookings is not a new process for the city and has historically been utilized as one of many tools when upstream approaches and community-based interventions have been unsuccessful.

**ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

N/A

**iii. What is the Language Access Plan for any communications to the public?**

N/A

**d. Climate Change Implications**

- i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**

N/A

- ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

N/A

- e. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

N/A

**5. CHECKLIST**

- Is a public hearing required?
- Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?
- If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?
- Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?

**6. ATTACHMENTS**

Summary Attachments: None.

Amendment A, Version 1 to CB 120825 – Jail Services ILA

Sponsor: Councilmembers Strauss  
Co-Sponsor: Councilmember Moore

Require a Report on Identified Operational Issues

**Effect:** This amendment would: (1) replace Attachment 1 with an updated Interlocal Agreement (ILA) that identifies 20 guaranteed beds (see double underlined add of “20” in Exhibit A on Page 13 of ILA); and (2) requires the Mayor’s Office to submit to the Clerk of the Council a report on issues identified by the Mayor’s Stakeholder Workgroup. The authorization to execute the ILA is conditioned on the submittal of the report.

**Background:** CB 120825 would authorize the Mayor to execute an agreement with the South Correctional Entity (SCORE) substantially in the form of the Interlocal Agreement that can be found in Attachment 1 to the legislation. The current ILA does not specify the number of guaranteed beds, which is located in Exhibit A to the Agreement. The Fiscal Note for CB 120825 notes that it is the Executive’s intent to contract with SCORE for 20 guaranteed beds.

1. In Section 1, after (“Interlocal Agreement for Inmate Housing”), add the following:

“provided, that the Mayor submits to the Clerk of the Council a report before the Interlocal Agreement is executed. The report shall address the operational issues identified by the Mayor’s Stakeholder Workgroup.”

2. Replace Attachment 1 - Interlocal Agreement for Inmate Housing Between South Correctional Entity and The City of Seattle with an updated Interlocal Agreement, attached to this amendment.

ATTACHMENT 1:

Interlocal Agreement for Inmate Housing Between South Correctional Entity and The City of Seattle

**INTERLOCAL AGREEMENT FOR INMATE HOUSING**

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the SOUTH CORRECTIONAL ENTITY, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the CITY OF SEATTLE, a municipal corporation organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

**RECITALS**

WHEREAS, SCORE was formed by its Owner Cities (as defined herein) as a governmental administrative agency pursuant to RCW 39.34.030(3) to operate and maintain a consolidated correctional facility located in the city of Des Moines (the "SCORE Facility") to serve the Owner Cities, federal and state agencies and other local governments that contract with SCORE from time to time to provide correctional services essential to the preservation of the public health, safety, and welfare; and

WHEREAS, the Contract Agency desires to transfer custody of certain inmates to SCORE to be housed at the SCORE Facility; and

WHEREAS, this Agreement is entered into by and between the Parties pursuant to chapters 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments;

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

**SECTION 1. DEFINITIONS.**

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

Detainer means a legal order authorizing or commanding another agency a right to take custody of a person.

Commencement Date means 30 days following notice from the Contract Agency that it will commence transferring custody of certain inmates to SCORE.

Contract Agency Inmate means a person or persons subject to the Contract Agency's custody who is transferred to SCORE's custody under this Agreement.

Daily Bed Rate means the daily rate the Contract Agency is charged to occupy a general population bed, as set forth in Exhibit A.

Daily Surcharge Rates means any of the following special charges as defined in Exhibit A: Daily Surcharge Rates: Medical-Acute; Mental Health-Acute; and Mental Health-General Population.

Guaranteed Bed Rate means a reduced Daily Bed Rate - Guaranteed, as set forth in Exhibit A.

Inmate means a person or persons transferred to SCORE's custody to be housed at the SCORE Facility. The term "Inmates" includes Contract Agency Inmates.

Interlocal Agreement means the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009 and amended and restated on December 11, 2019, as it may be further amended from time to time, executed among the parties thereto for the purpose of forming SCORE.

Mental Health - Residential Beds means Inmates clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing ongoing mental health care services and specialized housing in SCORE's Mental Health - Residential Unit.

Medical – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of medical services and housing provided in SCORE's medical clinic.

Mental Health – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of psychiatric services and specialized housing in SCORE's Mental Health - Acute Unit.

Owner City has the meaning set forth in the Interlocal Agreement.

Non-Guaranteed Bed Rate means a higher daily housing bed rate and subject to availability, as set forth in Exhibit A.

SCORE Facility means the correctional facility maintained and operated by SCORE located at 20817 17<sup>th</sup> Avenue South, Des Moines, WA 98198.

Termination Date means September 30, 2029.

## **SECTION 2. TERM.**

This Agreement shall commence at 12:00 a.m. PST on the Commencement Date and terminate at 11:59 p.m. PST on the Termination Date, unless sooner terminated by either Party in accordance with this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the Parties.

## **SECTION 3. INMATE HOUSING AND SERVICES.**

Subject to the terms of this Agreement, SCORE hereby agrees to accept Contract Agency Inmates and to provide housing, care, and custody of those Contract Agency Inmates pursuant to SCORE policies and procedures. Additional related services and associated fees, if any, to be provided to Contract Agency Inmates and/or the Contract Agency are listed in Exhibit A.

To the greatest extent permitted by law, SCORE shall have the right to refuse to accept an individual in custody of the Contract Agency or to return any Contract Agency Inmate to the Contract Agency for any reason, including but not limited to if, in the sole discretion of SCORE, such individual presents a

substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the SCORE Facility, and/or has a medical illness or injury that makes housing such individual not in the best interest of SCORE or other Inmates as described in Exhibit D. Final acceptance of an individual based on illness or injury is determined upon approval of medical staff at the time of booking.

#### **SECTION 4. COMPENSATION.**

In consideration of SCORE's commitment to provide housing and related services for Contract Agency Inmates, the Contract Agency agrees to pay SCORE the fees and charges set forth in Exhibit A.

Such fees and charges may include, but are not limited to, booking, daily bed rate, medical and specialty, mental health, transportation, security, other charges and/or negotiated fees.

SCORE may from time to time revise the fees and charges for housing and related services under this Agreement during the term of this Agreement. SCORE shall give advance notice of any change to its fees and charges for such service in order to allow the Contract Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by the Parties hereto, any new fees and charges under a new fee schedule shall become effective on January 1 of the following year.

The Contract Agency shall acknowledge receipt of the rates and charges schedule in writing and such acknowledgement shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of the Contract Agency or the Administrative Board of SCORE.

#### **SECTION 5. TRANSPORTATION, BOOKING, CLASSIFICATION, DISCIPLINE AND RELEASE PROCEDURES.**

A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.

B. Booking. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures.

C. Classification. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and reasonable judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and reasonable judgment of SCORE as provided in Exhibit F.

D. Inmate Discipline. SCORE shall discipline Contract Agency Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the Contract Agency.

E. Release. Except for work programs or health care, if no probable cause determination is made as required by law, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. If SCORE becomes aware that there has been no probable cause determination as required by law, and the person is still in SCORE's custody,

SCORE will notify the Contract Agency that the person must be released unless written proof that the probable cause determination was made is provided. Other jurisdictions may “borrow” a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows: SCORE will release each Contract Agency Inmate to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Owner City of arrest, or the Owner City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees, if any, for transportation outside of King County are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family or friend with confirmed transportation, or be released via private taxi.

## **SECTION 6. INMATE MEDICAL RECORDS, CLOTHING, BEDDING, PROPERTY AND WORK PROGRAMS.**

A. Inmate Medical Records. Should a Contract Agency Inmate receive medical care for injuries or illness at the time of arrest and prior to booking at the SCORE Facility, the Contract Agency shall provide medical documentation pertaining to injury or illness to SCORE at the time of booking if the Contract Agency has access to such records. If the Contract Agency cannot provide such records, SCORE, in its sole discretion, may refuse to accept a Contract Agency Inmate.

B. Inmate Property. SCORE agrees to provide each Contract Agency Inmate with necessary or appropriate clothing and essential hygiene items. SCORE shall accept, hold, and handle, and return any Contract Agency Inmate property in accordance with SCORE’s policies and procedures, and shall be responsible only for Contract Agency Inmate property actually delivered into SCORE’s possession. In the event a Contract Agency Inmate is being transported from a Contract Agency designated detention or correction facility, it will be the responsibility of the Contract Agency to process the Contract Agency Inmate’s property not delivered and accepted into SCORE’s possession as provided in Exhibit E.

C. Work Programs. SCORE may assign Contract Agency Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE’s policies and procedures and within the sole discretion and judgment of SCORE.

D. Visitation. SCORE shall provide reasonable scheduled visitation for Contract Agency Inmates. Inmate visitation may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video visit access is available at the SCORE Facility. Confidential telephones or visitation rooms shall be available to a Contract Agency Inmate to communicate with his or her legal counsel.

E. Inmate Accounts. SCORE shall establish and maintain a non-interest-bearing account for each Contract Agency Inmate. Upon returning custody of a Contract Agency Inmate to the Contract Agency, SCORE shall transfer the balance of that Contract Agency Inmate’s account that is not subject to charges, to the Contract Agency Inmate or to the Contract Agency in the form of cash, check, debit card or other agreed upon method in the name of the Contract Agency Inmate.

## **SECTION 7. HEALTH CARE.**

SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association (ACA) or National Commission on Correctional Health Care (NCCHC).

In-facility medical, dental, and mental health services are included in the daily rate set forth in Exhibit A. Should a Contract Agency Inmate require medical, mental health, dental, and/or other medical services at an outside medical or health care facility, SCORE shall notify the Contract Agency's designee (either by written or electronic means) within a reasonable time period before the Contract Agency Inmate receives such medical, mental health, dental or any other medical services. Notwithstanding the foregoing, the Contract Agency acknowledges that such notice may not be reasonably possible prior to emergency care.

The Contract Agency shall pay for all medical, mental health, dental or any other medical services or equipment that are required to care for Contract Agency Inmates outside of the SCORE Facility in addition to the charges listed in Exhibit A. Lack of prior notice shall not excuse the Contract Agency from financial responsibility for such expenses and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a Contract Agency Inmate is admitted to a hospital, the Contracting Agency will be responsible for hospital security unless other arrangements are made with SCORE. SCORE, in its sole discretion, may, or at the request of the Contract Agency shall, provide hospital security services for an additional charge as provided in Exhibit A.

#### **SECTION 8. DETAINERS.**

Warrants and Contract Agency Inmates in a "Detainer" status shall be handled according to SCORE policies and procedures and as provided in Exhibit B attached hereto.

#### **SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.**

If a court of limited jurisdiction releases a hold on a Contract Agency Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that Contract Agency Inmate except if the Contract Agency wishes to use the video arraignment system at the SCORE Facility.

#### **SECTION 10. ESCAPE; DEATH.**

If a Contract Agency Inmate escapes SCORE's custody, SCORE shall notify the Contract Agency as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped Contract Agency Inmates.

If a Contract Agency Inmate dies while in SCORE custody, SCORE shall notify the Contract Agency as soon as reasonably possible. The King County Medical Examiner shall assume custody of the Contract Agency Inmate's body. Unless another agency becomes responsible for investigation, one or more Owner City shall investigate and shall provide the Contract Agency with a report of its investigation. The Contract Agency may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the Contract Agency's communication with and receipt of reports from the other agency.

The Contract Agency shall provide SCORE with written instructions regarding the disposition of the Contract Agency Inmate's body. The Contract Agency shall pay for all reasonable expenses for the

preparation and shipment of the body. The Contract Agency may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the Contract Agency shall be responsible for all costs associated with this request.

#### **SECTION 11. REPORTING AND INSPECTION.**

SCORE agrees to use reasonable efforts to work with the Contract Agency to provide access to and/or reports from jail management systems that provide statistical information about Inmates. The Contract Agency shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the Contract Agency may interview Contract Agency Inmates and review Contract Agency Inmates' records. The Contract Agency shall have no right to interview Inmates housed for other jurisdictions or to review their records unless Contract Agency is properly authorized to do so by the Inmate or the other jurisdiction.

#### **SECTION 12. TECHNOLOGY.**

SCORE and the Contract Agency may each permit the other continuous access to its computer database regarding all Contract Agency Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the Contract Agency and appropriate computer(s) of SCORE.

#### **SECTION 13. BILLING AND PAYMENT.**

SCORE shall provide the Contract Agency with monthly statements itemizing the name of each Contract Agency Inmate; the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE; and itemization of any additional charges including a description of the service provided, date provided and reason for service. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the Contract Agency electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received. Any fees or charges for Inmates housed on charges from multiple agencies (including but not limited to outside medical care) will be divided equally among those agencies.

#### **SECTION 14. BILLING DISPUTE RESOLUTION.**

The Contract Agency must provide written notice of dispute to SCORE within 60 days of billing or other disputed charges. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes. SCORE and the Contract Agency shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the Contract Agency must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

#### **SECTION 15. INDEPENDENT CONTRACTOR.**

In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the Contract Agency for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the Contract Agency under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a Party to this Agreement.

#### **SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.**

SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights (unless the Contract Agency has affirmatively notified SCORE in writing that a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim), injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the Contract Agency and SCORE in connection with or incidental to the performance or nonperformance of the Contract Agency's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Contract Agency and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

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

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

#### **SECTION 17. INSURANCE.**

SCORE and the Contract Agency shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the Contract Agency shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension, or material change in coverage.

## **SECTION 18. TERMINATION.**

Either Party may terminate this Agreement, with or without cause, by providing the other Party with 90 days written notice of termination as provided in RCW 70.48.090.

## **SECTION 19. RECORDS.**

The Parties hereto shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation and Destruction of Public Records) and all other applicable federal, state and local laws and regulations.

## **SECTION 20. OPERATION OF SCORE FACILITY; PRISON RAPE ELIMINATION ACT.**

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations. SCORE acknowledges and complies with the terms of the Prison Rape Elimination Act regarding custodial sexual misconduct as set forth in Exhibit C.

## **SECTION 21. HIPAA AND HITECH COMPLIANCE.**

The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.

## **SECTION 22. EQUAL OPPORTUNITY.**

Neither Party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental, or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*).

## **SECTION 23. MISCELLANEOUS.**

- A. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.
- B. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned, or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.
- C. Non-Waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- D. Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the

provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

F. Attorneys' Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit each Parties' right to indemnification under this Agreement.

G. Approval and Filing. Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.

H. Amendment. Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.

I. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.

J. Compliance with Applicable Laws and Standards. SCORE agrees to manage the Contract Agency Inmates and the SCORE Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the SCORE Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and to reasonably carry out the provisions of this Agreement.

K. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the SCORE, SCORE can cease providing such services until payment is made.

L. Representatives; Notices. The individuals listed below the signature blocks included in this Agreement are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as provided after the signature blocks included in this Agreement, or to such other address as may be designated by the addressee by written notice to the other Party.

M. Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

## **SECTION 24. EXECUTION.**

This Agreement shall be executed by the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Title/Name Executive Director Devon Schrum

Title/Name: \_\_\_\_\_

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY  
20817 17th Avenue South  
Des Moines, WA 98198  
Attention: Devon Schrum

Email: dschrum@scorejail.org  
Telephone: 206-257-6262

---

**Exhibit A**

**FEES AND CHARGES AND SERVICES**

<u>Booking Fee:</u> <sup>1</sup>	\$65.00	
<u>Daily Housing Rates:</u>		
General Population – Guaranteed Beds	\$142.58	No. of Beds: <u>20</u>
General Population – Non-Guaranteed Beds	\$204.97	
<u>Daily Rate Surcharges:</u> <sup>2</sup>		
Mental Health – Residential Beds	\$163.77	
Medical - Acute Beds	\$223.51	
Mental Health – Acute Beds	\$286.34	
<u>Health Care Services:</u> <sup>3</sup>		
In-Facility Care	Included	
Outside Medical Services	Contract Agency billed	
Emergency Care	Contract Agency billed	
Pharmaceuticals	Medications billed to Contract Agency	
<u>Transportation Fees:</u>		
SCORE Officer	\$85.00/per hour	
Transport		
	\$85.00/per hour	
<u>Security Services:</u>		
Hospital Security	Included	
<u>Video Court:</u>		
In-Custody Arraignment		

Other Terms & Conditions:

1. Fees, charges, and services will be annually adjusted each January 1<sup>st</sup>.
2. SCORE will provide at least 6 months advance notice to changes in fees, charges, and services except for rate changes effective January 1, 2025. Contract Agency understands that 2025 rates are already set and agrees waive the 6 months advance notice.
3. The number of Guaranteed Beds may be increased or decreased by written request from the City representative and with written approval from the SCORE representative.

---

<sup>1</sup> The Booking Fee will be charged to the jurisdiction responsible for housing the inmate

<sup>2</sup> Surcharges are in addition to daily housing rates and subject to bed availability

<sup>3</sup> Guided by American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC)

---

**Exhibit B**

**WARRANTS/OTHER COURT ORDERS/DETAINERS**

The following shall apply to Contract Agency Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a Contract Agency Inmate, the booking officers at SCORE shall review all paperwork provided by the Contract Agency for all grounds to hold the Contract Agency Inmate.
2. Prior to releasing a Contract Agency Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Contract Agency Inmate is subject to any valid warrants or other detainers.
  - a) If the Contract Agency Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Contract Agency, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
  - b) If the Contract Agency Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
  - c) If the Contract Agency Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
  - d) If, upon return from SCORE to the Contract Agency, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini- Chain.

## PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT

1. Compliance  
SCORE agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Contract Agency Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:
  - a) The Prison Rape Elimination Act of 2003 (PREA)
  - b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
  - c) Zero tolerance toward all forms of sexual abuse and sexual harassment.
  
2. Monitoring  
SCORE agrees to provide the Contract Agency documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:
  - a) Site visits,
  - b) Access to facility data, and
  - c) Review of applicable documentation.
  
3. Contract Agency may terminate this Agreement
  - a) Should SCORE fail to provide documentation that demonstrates that the SCORE is actively and effectively working toward and is making substantive progress toward achieving compliance; or
  - b) Should SCORE fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.
  
4. The Contract Agency will terminate this Agreement
  - a) Should SCORE elect to discontinue pursuit of PREA compliance;
  - b) Should SCORE be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified timeframes; or
  - c) Should SCORE be found to be in egregious violation of PREA.

### **MEDICAL ACCEPTABILITY**

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case-by-case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia, or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.

17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

### PROPERTY

1. SCORE will *not accept or transport* the following:
  - a) Backpacks, suitcases, etc.
  - b) Unpackaged food products.
  - c) Food products in packaging that have been opened.
  - d) Any type of weapon (includes pocket knives).
  - e) Liquids.
  - f) Helmets of any kind.
  - g) Large items that will not fit into a common paper grocery bag.
  - h) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the Contract Agency according to these criteria.

## CLASSIFICATION

SCORE maintains a classification plan to guide staff in the processing of individuals brought into the facility. The plan includes an initial screening process, as well as a process for determining appropriate housing assignments (28 CFR 115.42) and uses an objective screening instrument and procedures for making decisions about classification and housing assignments. The plan includes, and not limited to, an evaluation of the following criteria:

1. Behavior during arrest and intake process
2. Potential risk of safety to others or self
3. Medical needs
4. The inmate's own perception of his/her vulnerability
5. Any other criteria as deemed appropriate by the Executive Director or designee

The Contract Agency shall supply SCORE with the following Classification related information, if known to or in possession of the Contract Agency:

1. If the Contract Agency Inmate has been classified to a special housing unit.
2. If the Contract Agency Inmate has been classified as protective custody.
3. If the Contract Agency Inmate:
  - a) Is a violent offender or has displayed violent behavior during present or past incarcerations
  - b) Is identified as a threat to law enforcement
  - c) Is an escape risk

### **BORROWING**

One contracting agency may “borrow” another Contract Agency’s Inmate as follows:

1. If a Contract Agency requests the transport of another contracting agency’s Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainees. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate’s return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 16 of the Agreement.
3. SCORE will not track the Inmate once he or she has left the SCORE Facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and postsentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.

#### **RELEASE PLANNING SERVICES**

SCORE release planning services are available for all individuals booked into SCORE. Under the terms of this agreement, individuals booked by the Seattle Police Department will have the same access to services.

Jail release services are voluntary, based on availability, and the length of stay of an individual.

Jail release services are at the request of the individual seeking services.

**RELEASE TIMING FOR HEARINGS**

SCORE will allow the Contract Agency to pick up Contract Agency Inmates in the morning and return them in the evening to attend hearings.

#### **AVAILABILITY OF MEDICATION FOR OPIOID USE DISORDER**

SCORE offers a comprehensive Medication for Opioid Use Disorder (MOUD) program. This program is available for eligible individuals booked into SCORE by Seattle Police Department. SCORE's medical services are guided by the American Correctional Association on National and Commission on Correction Health Care. SCORE uses the standard COWS and CIWA assessment method to measure a patient's ongoing detox and withdrawal needs to manage symptoms and discomfort.

### **CLINICAL INTERVENTION SPECIALIST PILOT PROGRAM**

Eligible Individuals booked into SCORE by Seattle Police Department that are considered “Trueblood” class members may be given the opportunity to work with Clinical Intervention Specialists, with the goal of ensuring incarcerated individuals do not decompensate. This pilot program includes medication management, connection to community care, treatment with psychology associates and diversion from inpatient services.

Greg Doss  
Full Council  
August 6, 2024  
D1