



CITY OF SEATTLE

City Council

Agenda

Tuesday, February 21, 2023

2:00 PM

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

Debora Juarez, Council President
Lisa Herbold, Member
Andrew J. Lewis, Member
Tammy J. Morales, Member
Teresa Mosqueda, Member
Sara Nelson, Member
Alex Pedersen, Member
Kshama Sawant, Member
Dan Strauss, Member

Chair Info: 206-684-8805; Debora.Juarez@seattle.gov

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CITY OF SEATTLE

City Council Agenda

February 21, 2023 - 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 <http://www.seattle.gov/council/committees/public-comment>. Online registration to speak will begin two hours 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.

Submit written comments to all Councilmembers at Council@seattle.gov

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 381](#)

February 21, 2023

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 414](#) February 14, 2023

Attachments: [Minutes](#)

Bills:

2. [CB 120513](#) AN ORDINANCE appropriating money to pay certain claims for the week of February 6, 2023 through February 10, 2023 and ordering the payment thereof; and ratifying and confirming certain prior acts.

Appointments:**GOVERNANCE, NATIVE COMMUNITIES, AND TRIBAL GOVERNMENTS COMMITTEE:**

3. [Appt 02431](#) Reappointment of Jeanie Chunn as member, Labor Standards Advisory Commission, for a term to April 30, 2024.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 4 - Juarez, Pedersen, Mosqueda, Strauss
Opposed: None
- Attachments:** [Appointment Packet](#)
4. [Appt 02432](#) Reappointment of Ilona Lohrey as member, Labor Standards Advisory Commission, for a term to April 30, 2024.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 4 - Juarez, Pedersen, Mosqueda, Strauss
Opposed: None
- Attachments:** [Appointment Packet](#)
5. [Appt 02442](#) Reappointment of Gay Gilmore as member, Labor Standards Advisory Commission, for a term to April 30, 2023.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 4 - Juarez, Pedersen, Mosqueda, Strauss
Opposed: None
- Attachments:** [Appointment Packet](#)
6. [Appt 02443](#) Reappointment of Susan R. Taylor as member, Seattle Ethics and Elections Commission, for a term to December 31, 2024.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 4 - Juarez, Pedersen, Mosqueda, Strauss
Opposed: None
- Attachments:** [Appointment Packet](#)

7. [Appt 02444](#) Reappointment of Zach Jones Pekelis as member, Seattle Ethics and Elections Commission, for a term to December 31, 2025.

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

**In Favor: 4 - Juarez, Pedersen, Mosqueda, Strauss
Opposed: None**

Attachments: [Appointment Packet](#)

NEIGHBORHOODS, EDUCATION, CIVIL RIGHTS, AND CULTURE

COMMITTEE:

8. [Appt 02450](#) Appointment of Jessica Lo as member, Seattle Disability Commission, for a term to April 30, 2024.

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

**In Favor: 5 - Morales, Sawant, Lewis, Nelson, Strauss
Opposed: None**

Attachments: [Appointment Packet](#)

9. [Appt 02451](#) Reappointment of Dawn Dailey as member, Seattle Disability Commission, for a term to October 31, 2024.

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

**In Favor: 5 - Morales, Sawant, Lewis, Nelson, Strauss
Opposed: None**

Attachments: [Appointment Packet](#)

10. [Appt 02452](#) Reappointment of Kaitlin Skilton as member, Seattle Disability Commission, for a term to October 31, 2024.

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

**In Favor: 5 - Morales, Sawant, Lewis, Nelson, Strauss
Opposed: None**

Attachments: [Appointment Packet](#)

11. [Appt 02453](#) Reappointment of Taylor Woods as member, Seattle Disability Commission, for a term to October 31, 2024.
The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Morales, Sawant, Lewis, Nelson, Strauss
Opposed: None
Attachments: [Appointment Packet](#)
12. [Appt 02454](#) Appointment of Christina Pizaña as member, Seattle LGBTQ Commission, for a term to October 31, 2023.
The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Morales, Sawant, Lewis, Nelson, Strauss
Opposed: None
Attachments: [Appointment Packet](#)
13. [Appt 02455](#) Appointment of Atif Osmani as member, Seattle LGBTQ Commission, for a term to October 31, 2024.
The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Morales, Sawant, Lewis, Nelson, Strauss
Opposed: None
Attachments: [Appointment Packet](#)
14. [Appt 02456](#) Appointment of Chelsey Wright as member, Seattle LGBTQ Commission, for a term to April 30, 2024.
The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Morales, Sawant, Lewis, Nelson, Strauss
Opposed: None
Attachments: [Appointment Packet](#)

PUBLIC ASSETS AND HOMELESSNESS COMMITTEE:

15. [Appt 02457](#) Reappointment of Pasqual Contreras as member, Board of Parks and Recreation Commissioners, for a term to March 31, 2026.

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

In Favor: 5 - Lewis, Mosqueda, Herbold, Juarez, Morales

Opposed: None

Attachments: [Appointment Packet](#)

16. [Appt 02458](#) Appointment of Joshua Seyfried as member, Board of Parks and Recreation Commissioners, for a term to March 31, 2025.

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

In Favor: 5 - Lewis, Mosqueda, Herbold, Juarez, Morales

Opposed: None

Attachments: [Appointment Packet](#)

17. [Appt 02459](#) Appointment of Andrea A. Stuart-Lehalle as member, Board of Parks and Recreation Commissioners, for a term to March 31, 2025.

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

In Favor: 5 - Lewis, Mosqueda, Herbold, Juarez, Morales

Opposed: None

Attachments: [Appointment Packet](#)

H. COMMITTEE REPORTS

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

CITY COUNCIL:

1. [CF 314514](#) 2023 State of the City Address delivered by Mayor Bruce Harrell on February 21, 2023.

2. [CB 120511](#) AN ORDINANCE relating to human rights; including protections against discrimination based on an individual's caste; making technical amendments; and amending Sections 3.14.910, 3.14.931, 3.110.260, 4.80.020, 5.30.020, 6.02.270, 6.202.230, 14.04.020, 14.04.030, 14.04.040, 14.06.020, 14.06.030, 14.08.015, 14.08.020, 14.08.045, 14.08.070, 14.08.190, 14.10.010, 14.10.020, 14.11.020, and 18.12.280 of the Seattle Municipal Code.

Supporting

Documents:

[Summary and Fiscal Note v2](#)

[Summary Att A - SOCR Resource Needs to Enforce](#)

[Caste as a Protected Class](#)

[Central Staff Memo](#)

[CF 322573: Documents and Supporting Research](#)

[Proposed Amendment A](#)

3. [CB 120512](#) AN ORDINANCE relating to weights and measures; conforming City provisions regarding weights and measures to state law; providing an enforcement process; updating fees; repealing requirements for weighmaster licenses; and amending Chapter 7.04 of the Seattle Municipal Code.

Supporting

Documents:

[Summary and Fiscal Note](#)

FINANCE AND HOUSING COMMITTEE:

4. [Res 32083](#) A RESOLUTION establishing a Watch List of large, complex, discrete capital projects that will require enhanced quarterly monitoring reports for the 2023 calendar year.

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

In Favor: 5 - Mosqueda, Herbold, Pedersen, Nelson, Lewis

Opposed: None

Supporting

Documents:

[Summary and Fiscal Note](#)

PUBLIC ASSETS AND HOMELESSNESS COMMITTEE:

5. [Res 32084](#) 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 - Lewis, Mosqueda, Herbold, Juarez, Morales

Opposed: None

Attachments: [Att A - Sample RCO Agreement](#)

Supporting

Documents: [Summary and Fiscal Note](#)
[Summary Att A - Project Maps](#)

I. ITEMS REMOVED FROM CONSENT CALENDAR

J. ADOPTION OF OTHER RESOLUTIONS

K. OTHER BUSINESS

L. ADJOURNMENT



Legislation Text

File #: IRC 381, Version: 1

February 21, 2023



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
<u>By: Mosqueda</u>		
1. CB 120513	AN ORDINANCE appropriating money to pay certain claims for the week of February 6, 2023 through February 10, 2023 and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<u>By: No Sponsor Required</u>		
2. CF 314515	Full unit lot subdivision application of American Dream Reality Investment Group 3, LLC to subdivide one development site into 20 unit lots at 10512 and 10520 Greenwood Avenue North (Project No. 3030207-LU; Type III).	City Council
<u>By: Nelson</u>		
3. Appt 02470	Appointment of Coleman R. Entringer as member, Community Technology Advisory Board, for a term to December 31, 2023.	Economic Development, Technology, and City Light Committee
<u>By: Nelson</u>		
4. Appt 02471	Reappointment of Dr. Tyrone Grandison as member, Community Technology Advisory Board, for a term to December 31, 2023.	Economic Development, Technology, and City Light Committee
<u>By: Nelson</u>		
5. Appt 02472	Reappointment of Camille Malonzo as member, Community Technology Advisory Board, for a term to December 31, 2023.	Economic Development, Technology, and City Light Committee
<u>By: Nelson</u>		
6. Appt 02473	Appointment of Isabel J. Rodriguez as member, Community Technology Advisory Board, for a term to December 31, 2023.	Economic Development, Technology, and City Light Committee

By: Nelson

7. [Appt 02474](#) Appointment of Aishah Bomani as member, Community Technology Advisory Board, for a term to December 31, 2024. Economic Development, Technology, and City Light Committee

By: Nelson

8. [Appt 02475](#) Appointment of Phillip Meng as member, Community Technology Advisory Board, for a term to December 31, 2024. Economic Development, Technology, and City Light Committee

By: Nelson

9. [Appt 02476](#) Appointment of Merrill Miller as member, Community Technology Advisory Board, for a term to December 31, 2024. Economic Development, Technology, and City Light Committee

By: Nelson

10. [Appt 02477](#) Appointment of Omari Stringer as member, Community Technology Advisory Board, for a term to December 31, 2024. Economic Development, Technology, and City Light Committee

By: Nelson

11. [Appt 02478](#) Reappointment of Femi Adebayo as member, Community Technology Advisory Board, for a term to December 31, 2024. Economic Development, Technology, and City Light Committee

By: Morales

12. [Appt 02145](#) Appointment of Steve Horvath as member, Community Involvement Commission, for a term to May 31, 2022. Neighborhoods, Education, Civil Rights, and Culture Committee

By: Morales

13. [Appt 02460](#) Appointment of Hajer Al-Faham as member, Seattle Immigrant and Refugee Commission, for a term to January 31, 2023. Neighborhoods, Education, Civil Rights, and Culture Committee

By: Morales

14. [Appt 02461](#) Appointment of Heather Yang Hwalek as member, Seattle Immigrant and Refugee Commission, for a term to January 31, 2023. Neighborhoods, Education, Civil Rights, and Culture Committee

By: Morales

15. [Appt 02462](#) Appointment of Gul Siddiqi as member, Seattle Immigrant and Refugee Commission, for a term to January 31, 2023. Neighborhoods, Education, Civil Rights, and Culture Committee

By: Morales

16. [Appt 02463](#) Reappointment of Naheed G. Aaftaab as member, Seattle Immigrant and Refugee Commission, for a term to January 31, 2024. Neighborhoods, Education, Civil Rights, and Culture Committee

By: Morales

17. [Appt 02464](#) Appointment of Joelle Vedovatti as member, Seattle Youth Commission, for a term to August 31, 2023. Neighborhoods, Education, Civil Rights, and Culture Committee

By: Morales

18. [Appt 02465](#) Appointment of Jan Hendrickson as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2023. Neighborhoods, Education, Civil Rights, and Culture Committee

By: Morales

19. [Appt 02466](#) Appointment of Matthew Courtois as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2024. Neighborhoods, Education, Civil Rights, and Culture Committee

By: Morales

20. [Appt 02467](#) Appointment of Margaret Norton-Arnold to the Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2026. Neighborhoods, Education, Civil Rights, and Culture Committee

By: Morales

21. [Appt 02468](#) Reappointment of Devin McComb as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2025. Neighborhoods, Education, Civil Rights, and Culture Committee

By: Morales

22. [Appt 02469](#) Reappointment of JJ McKay as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2026. Neighborhoods, Education, Civil Rights, and Culture Committee

By: Morales

23. [Appt 02479](#) Reappointment of Nick Setten as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2026. Neighborhoods, Education, Civil Rights, and Culture Committee

By: Morales

24. [Appt 02480](#) Appointment of Karen True as member, Historic Seattle Preservation and Development Authority Governing Council, for a term to November 30, 2026. Neighborhoods, Education, Civil Rights, and Culture Committee



Legislation Text

File #: Min 414, **Version:** 1

February 14, 2023

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104



Journal of the Proceedings of the Seattle City Council

Tuesday, February 14, 2023

2:00 PM

Public Hearing

Council Chamber, City Hall

600 4th Avenue

Seattle, WA 98104

City Council

Debora Juarez, Council President

Lisa Herbold, Member

Andrew J. Lewis, Member

Tammy J. Morales, Member

Teresa Mosqueda, Member

Sara Nelson, Member

Alex Pedersen, Member

Kshama Sawant, Member

Dan Strauss, Member

Chair Info: 206-684-8805; Debora.Juarez@seattle.gov

A. CALL TO ORDER

The City Council of The City of Seattle met in the Council Chamber in Seattle, Washington, on February 14, 2023, pursuant to the provisions of the City Charter. The meeting was called to order at 2:01 p.m., with Council President Juarez presiding.

B. ROLL CALL

Present: 8 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Strauss

Late Arrival: 1 - Sawant

Councilmember Sawant joined the meeting at 2:02 p.m.

C. PRESENTATIONS

Councilmember Lewis presented a Proclamation proclaiming February 14, 2023 to be Robert Nellams Day. The Council Rules were suspended to allow Councilmember Lewis to present the Proclamation, and to allow Robert Nellams, Director of Seattle Center, to address the Council.

D. PUBLIC COMMENT

By unanimous consent, the Council Rules were suspended to provide a 60 minute Public Comment period.

The following individuals addressed the Council:

Margarite Richard
Alex Tsimmerman
David Toldeo
Mohammed A
Yashica Dutt
Alok KUmhare
Prashant Nema
Ajinkya P
Manmit Singh
Thenmozhi Soundararajan
Karthick Arumugam
Sri A
Suresh Kumar
Shakthi Jayavelu
Arul P
Nikhil Dharmaraj
Anbu Ramaiyan
Gautam Nagrare
Paul Kanakaraj
Anu Mandavilli
Arivazhagan Alavanthan
Madhavi Rag
Ankita Nikalje
Hannah Swoboda
Sanjayisale
Amit Sam
Ramya Prem
Raghav Kaushik
Sonja Ponath
Sriram Rajagopalan
Debadutta Dash
Maya Kamble
Sri C
Poojit Hegde
Kailyn Nicholson
Dheepa Sundaram
Jasmine K
Gulrez Azhar

Rajitha Narreddy
Trishya Srinivasan
Vidula Vajramushti
Maya Woods-Arthur
Amita Vempati
Manoj Malar
Shreya D
Oliver Wilson
Swati Rayasam
Gayatri Girirajan
Obed Manwatkar
Aditya Namjoshi
Gitika Talwar

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

[IRC 380](#) February 14, 2023

Motion was made, duly seconded and carried, to adopt the Introduction & Referral Calendar (IRC) by the following vote:

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

F. APPROVAL OF THE AGENDA

Motion was made, duly seconded and carried, to adopt the proposed Agenda.

G. APPROVAL OF CONSENT CALENDAR

Motion was made, duly seconded and carried, to adopt the Consent Calendar.

Journal:

1. [Min 413](#) February 7, 2023

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

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

Bills:

2. [CB 120510](#) **AN ORDINANCE appropriating money to pay certain claims for the week of January 30, 2023 through February 03, 2023 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:

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

Appointments:**LAND USE COMMITTEE:**

3. [Appt 02445](#) **Appointment of Ben Gist as member, Seattle Design Commission, for a term to February 28, 2025.**

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

In Favor: 5 - Strauss, Morales, Mosqueda, Nelson, Pedersen

Opposed: None

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

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

4. [Appt 02446](#) **Appointment of Kevin O'Neill as member, Seattle Design Commission, for a term to February 28, 2025.**

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

In Favor: 5 - Strauss, Morales, Mosqueda, Nelson, Pedersen

Opposed: None

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

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

5. [Appt 02447](#) **Appointment of Phoebe Erin Bogert as member, Seattle Design Commission, for a term to February 28, 2025.**

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

In Favor: 5 - Strauss, Morales, Mosqueda, Nelson, Pedersen

Opposed: None

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

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

6. [Appt 02448](#) **Reappointment of Adam Paul Amrhein as member, Seattle Design Commission, for a term to February 28, 2025.**

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

In Favor: 5 - Strauss, Morales, Mosqueda, Nelson, Pedersen

Opposed: None

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

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

7. [Appt 02449](#) **Reappointment of Jill Crary as member, Seattle Design Commission, for a term to February 28, 2025.**

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

In Favor: 5 - Strauss, Morales, Mosqueda, Nelson, Pedersen

Opposed: None

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

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

H. COMMITTEE REPORTS

CITY COUNCIL:

1. [CB 120487](#) **AN ORDINANCE relating to floodplains; fourth 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.**

PUBLIC HEARING ON COUNCIL BILL 120487.

At 3:25 p.m., Council President Juarez opened the Public Hearing.

There were no members of the public to provide comment on Council Bill 120487.

At 3:27 p.m., the Public Hearing was closed.

Motion was made and duly seconded to pass Council Bill 120487.

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

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

2. [Res 32081](#) **A RESOLUTION providing an honorary designation of Union St between 21st and 22nd Streets as “D’Vonne Pickett Jr. Way.”**

Motion was made and duly seconded to adopt Resolution 32081.

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

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

TRANSPORTATION AND SEATTLE PUBLIC UTILITIES COMMITTEE:

3. [CB 120506](#) **AN ORDINANCE granting Dunn Lumber Company permission to construct, maintain, and operate a private communication conduit under and across Latona Avenue Northeast, north of Northeast Northlake Way, for a 15-year term, renewable for one successive 15-year term; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.**

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

In Favor: 3 - Pedersen, Herbold, Morales

Opposed: None

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

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

4. [CB 120507](#) **AN ORDINANCE relating to City streets; designating the name of a new street constructed as part of the Central Waterfront project, connecting Alaskan Way with Elliott and Western Avenues, between Pike and Bell Streets, as “Elliott Way”; truncating use of the Elliott Avenue name at Western Avenue; superseding prior ordinances to the extent inconsistent; and ratifying and confirming certain prior acts.**

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

In Favor: 3 - Pedersen, Herbold, Morales

Opposed: None

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

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

5. [Res 32079](#) **A RESOLUTION granting conceptual approval to construct, maintain, and operate a transformer and retaining wall at 63rd Avenue Southwest, intersecting with Beach Drive Southwest and Southwest Spokane Street, to support the operation of the Alki Wet Weather Treatment Station Facility and 63rd Avenue Pump Station Facility in the West Seattle neighborhood, as proposed by King County.**

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

In Favor: 3 - Pedersen, Herbold, Morales

Opposed: None

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

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

6. [Res 32080](#) **A RESOLUTION providing an honorary designation of Alaskan Way between Dearborn and Pine Streets, and Elliott Way between Pine and Bell Street as “Dzidzilalich.”**

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

In Favor: 3 - Pedersen, Herbold, Morales

Opposed: None

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

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

I. ITEMS REMOVED FROM CONSENT CALENDAR

There were none.

J. ADOPTION OF OTHER RESOLUTIONS

There was none

K. OTHER BUSINESS

Motion was made, duly seconded and carried, to rescind Councilmember Mosqueda's excusal from the February 21, 2023 City Council meeting.

Motion was made, duly seconded and carried, to excuse Councilmember Lewis from the February 21, 2023 City Council meeting.

Motion was made, duly seconded and carried, to excuse Councilmember Juarez from the February 21, 2023 City Council meeting.

L. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 3:50 p.m.

Jodee Schwinn, Deputy City Clerk

Signed by me in Open Session, upon approval of the Council, on February 21, 2023.

Debora Juarez, Council President of the City Council

Elizabeth M. Adkisson, Interim City Clerk



Legislation Text

File #: CB 120513, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE appropriating money to pay certain claims for the week of February 6, 2023 through February 10, 2023 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 \$16,325,359.64 on PeopleSoft 9.2 mechanical warrants numbered 4100660621 - 4100662828 plus manual or cancellation issues for claims, e-payables of \$84,986.84 on PeopleSoft 9.2 9100012999 - 9100013036 and electronic financial transactions (EFT) in the amount of \$35,818,810.02 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 21st day of February, 2023, and signed by me in open session in authentication of its passage this 21st day of February, 2023.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2023.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2023.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)



Legislation Text

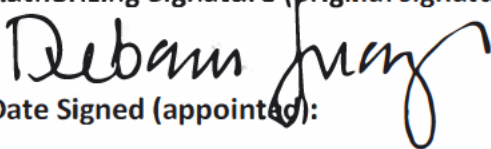
File #: Appt 02431, **Version:** 1

Reappointment of Jeanie Chunn as member, Labor Standards Advisory Commission, for a term to April 30, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Jeanie Chunn		
Board/Commission Name: Labor Standards Advisory Commission		Position Title: Member, Position 14
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment	City Council Confirmation required? X Yes No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 5/1/2022 to 4/30/2024 <input type="checkbox"/> Serving remaining term of a vacant position	
Residential Neighborhood: District 3	Zip Code: 98122	Contact Phone No.: [REDACTED]
Background: Jeanie is the National Engagement Director for RAISE: High Road Restaurants, a national coalition of restaurant owners committed to workers rights. She has spent the last 20 years managing some of the best restaurants in Seattle including Campagne, Canlis, and The Corson Building. In response to COVID, Jeanie co-founded Seattle Restaurants United, a coalition of over 200 restaurants, to advocate for the industry. She is the co-chair of the policy committee for the Independent Restaurant Coalition and helped pen the RESTAURANTS Act of 2020. Jeanie believes that the restaurant community helps define our culture and is committed to building an industry that ensures equity and dignity for all.		
Authorizing Signature (original signature):  Date Signed (appointed):	Appointing Signatory: Debora Juarez Council President	

FILED
 CITY CLERK
 22 DEC 12 PM 12:59

*Term begin and end date is fixed and tied to the position and not the appointment date.

JEANIE CHUNN

EXPERIENCE

Director of Engagement: RAISE High Road Restaurants

Aug. 2020-present

Director of Operations: Sea Creatures *Jan. 2016 – March 2020*

1060 East Union
Seattle, WA
206.900.8808

Events Manager: Sea Creatures *Nov. 2015 – Dec. 2015*

Oversee all aspects of events and hospitality within Sea Creatures Restaurant Group. Responsibilities include developing and managing private and community outreach events, marketing and promoting events, setting budgets to ensure profitability, and managing all hospitality and events' staff and contractors

Event Planner: Freelance

May 2010 – present

Develop events that are unique and personal to the client, research and create concept designs for the client, hire and manage all vendors, book musicians and entertainment, write budgets, obtain necessary permits, create detailed timelines and floor plans. For non-profit organizations, find partnerships to donate in-kind gifts and help in fundraising capacities.

1309 East Olive St
Seattle, WA
206.255.4562

Event Planner / Assistant – Private Family *May 2013 – Oct. 2015*

Assisted the family with all event planning needs, including small private fundraising events, art openings, writer events, and two destination weddings. Responsibilities included working with all vendors, arranging rentals, booking musicians, working with house staff, and creating and implementing a “wow” experience for guests. Assisted in coordinating trips as near as Los Angeles and as far as South Africa.

Private Residence
Washington Park
Seattle, WA

Director of Events and Operations: The Corson Building

Dec. 2010 – May 2013

Worked with clients and guests to provide memorable and meaningful events and experiences. Responsibilities included private event sales, event coordination, public relations, marketing, and cost management.

5609 Corson Ave.
Seattle, WA
206.762.3330

Dining Room Manager: Canlis*Sept. 2008 – Oct. 2010*

Created a harmonious dining experience through building and cultivating relationships with staff and esteemed guests. Responsibilities included hiring, training, and scheduling a staff of fifty; and managing operational expenses.

2576 Aurora Ave.
Seattle, WA
206.283.3313

JEANIE CHUNN**EDUCATION**

Court of Master Sommeliers – Level One Sommelier
October 2010

University of Washington – Early Childhood Development
August 1999 – May 2000

American Conservatory Theatre – Improvisation
January 1994 – January 1996

REFERENCES

Barb and Charlie Wright, *Charles and Barbara Wright Foundation*

Bill True – Chairman, *Gull Industries*

Matt Dillon - Owner, *Matt Dillon Restaurants*

Simon Snellgrove – Founder, *Pacific Waterfront Partners*

Lou Hine – Director for Volunteer Engagement, *UW Advancement*

15 Members: Pursuant to *Ord. 124643*, all members subject to City Council confirmation, 2-year terms:

- 7 City Council-appointed
- 7 Mayor-appointed
- 1 Other Appointing Authority-appointed (specify): Commission-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Commissioner	Vacant	5/1/21	4/30/23		Mayor
			2.	Commissioner	Alexis Rodich	5/1/22	4/30/24	2	Mayor
2	M	2	3.	Commissioner	Afeworki Ghebreiyesus	5/1/21	4/30/23	1	Mayor
			4.	Commissioner	Annie Wise	5/1/22	4/30/24	2	Mayor
			5.	Commissioner	Vacant	5/1/21	4/30/23		Mayor
			6.	Commissioner	Vacant	5/1/22	4/30/24		Mayor
			7.	Commissioner	Diana Ochoa	5/1/21	4/30/23	1	Mayor
			8.	Commissioner	Danielle Alvarado	5/1/22	4/30/24	1	City Council
			9.	Commissioner	Will Pittz	5/1/21	4/30/23	2	City Council
6	F	1	10.	Commissioner	Dustin Lambro	5/1/22	4/30/24	1	City Council
			11.	Commissioner	Gay Gilmore	5/1/21	4/30/23	2	City Council
6	F	NA	12.	Commissioner	Ilona Lohrey	5/1/22	4/30/24	2	City Council
6	M	NA	13.	Commissioner	Billy Hetherington	5/1/21	4/30/23		City Council
1	F	3	14.	Commissioner	Jeanie Chunn	5/1/22	4/30/24	2	City Council
1	M	2	15.	Commissioner	Joel Shapiro	5/1/21	04/30/23	1	Commission

SELF-IDENTIFIED DIVERSITY CHART

	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial					
Mayor	1					1												
Council	2	3			1					3								
Other	1				1													
Total	4	3			2	1				3								

Key:

- *D List the corresponding *Diversity Chart* number (1 through 9)
- **G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary O= Other U= Unknown
- RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02432, **Version:** 1

Reappointment of Iлона Lohrey as member, Labor Standards Advisory Commission, for a term to April 30, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Ilona Lohrey		
Board/Commission Name: Labor Standards Advisory Commission		Position Title: Member, Position 12
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment	City Council Confirmation required? X Yes No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 5/1/2022 to 4/30/2024 <input type="checkbox"/> Serving remaining term of a vacant position	
Residential Neighborhood: NA/Snohomish County	Zip Code: 98036	Contact Phone No.: [REDACTED]
Background: <i>Ilona Lohrey is President & CEO of GSBA, Washington's LGBTQ & allied chamber of commerce, which represents over 1,300 businesses, and the GSBA Scholarship Fund. She manages a team focused on educational and economic equity through business development, technical assistance, supplier diversity, and scholarship funding and programs. She helped create the Ready for Business recovery grant for small businesses with a focus on LGBTQ-, BIPOC-, and women-owned businesses. She is passionate about small business, workforce development, and previously ran her family's small business and served as a small business banker. She lives with her wife of 26 years in Snohomish County, but is deeply rooted with her decades of work in Seattle.</i>		
Authorizing Signature (original signature): Date Signed (appointed): 12/12/2022	Appointing Signatory: Debora Juarez Council President	

22 DEC 12 PM 12:59
 CITY CLERK
 CITY OF SEATTLE

*Term begin and end date is fixed and tied to the position and not the appointment date.

ILONA LOHREY

Work well in a team and independently, visionary and strategic thinker, great attention to detail and able to prioritize tasks, ability to focus and excel under time constraints, self-motivated, enjoy a fast-paced environment, ability to connect with internal and external constituents at any level.

EXPERIENCE

JANUARY 2016 - PRESENT

PRESIDENT & CEO, GSBA, SEATTLE, WA, GSBA, SEATTLE, WA

As President & CEO of GSBA, my responsibilities include contributing to the creation of the strategic plan for our organization, staffing needs, continued assessment of the organization's membership and program model. Managing a team of fifteen to ensure GSBA's vision and mission are reflected within our membership, scholars and programs. Overseeing membership campaigns, member feedback and data, identifying revenue streams through corporate and government grants, sponsors and programs. Measure and analyze member engagement, identify shortcomings and create plan to address needs with our staff. Partnering with other LGBTQ chambers across the US, LGBTQ and allied community organizations, government agencies and corporations to identify business needs in the LGBTQ and other minority communities to provide resources and business development opportunities. Strengthen our partnerships with the City of Seattle, Snohomish County and King County have been a priority over the past two years to ensure our voices are heard. Our work with the Seattle OED to provide direct service to business owners who have SBA loan questions, working with Seattle OLS on labor standards training for small and micro businesses, participating in annual King County Executive's Minority Business Awards, and working with Washington State's L&I on educating businesses across the state are a few examples of our work with government agencies.

FEBRUARY 2009 – SEPTEMBER 2013

CEO, RBH GMBH, MUNICH, GERMANY

Managed a successful family business with approximately 1,400 employees located throughout Germany. Negotiated contracts for industrial cleaning services and building restoration to corporate businesses, such as hotels, municipalities, malls and office buildings in Germany. Lead the company through a corporate restructure and increased customer base and sales volume to \$26MM. Sold the family business in 2013 and stayed on as a consultant to ensure a smooth transition for employees, customers and vendors until the end of September 2013 before returning stateside to the U.S.A.

MARCH 2002 – FEBRUARY 2009

BUSINESS BANKING GROUP MANAGER, WELLS FARGO BANK, SEATTLE, WA

Lead a business Banking group team of 8 Relationship Managers, 3 Credit Analysts and 6 Business Associates on the Seattle Metro BBG Team to service the commercial banking needs of businesses with annual revenues of \$2MM - \$35MM in the Greater Seattle area. Managed the

team portfolio aggregate direct exposure of \$370MM, deposits of \$980MM, and revenue generation of \$5MM.

EDUCATION

JUNE 2006

RMI PROGRAM, COLLEGE OF BUSINESS AND ECONOMICS, MINNEAPOLIS, MN

JUNE 1994

BUSINESS & MANAGEMENT, LUDWIG-MAXIMILIAN-UNIVERSITY, MUNICH, GERMANY

SKILLS

- Successful team manager
- Connector/convener in the business community
- Excellent organizational skills
- Ability to always find the positive

ACTIVITIES

Currently serving on the Governance Board at Cocoon House, a nonprofit organization serving homeless youth in Snohomish County.

Currently working on my Nonprofit Management Certificate, Everett Community College

2019 National Supplier Diversity Champion, NGLCC

2008 Mentor and Board Member at Seattle Education Access

2003-2007 Star Manager at Wells Fargo Bank

15 Members: Pursuant to *Ord. 124643*, all members subject to City Council confirmation, 2-year terms:

- 7 City Council-appointed
- 7 Mayor-appointed
- 1 Other Appointing Authority-appointed (specify): Commission-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Commissioner	Vacant	5/1/21	4/30/23		Mayor
			2.	Commissioner	Alexis Rodich	5/1/22	4/30/24	2	Mayor
2	M	2	3.	Commissioner	Afeworki Ghebreiyesus	5/1/21	4/30/23	1	Mayor
			4.	Commissioner	Annie Wise	5/1/22	4/30/24	2	Mayor
			5.	Commissioner	Vacant	5/1/21	4/30/23		Mayor
			6.	Commissioner	Vacant	5/1/22	4/30/24		Mayor
			7.	Commissioner	Diana Ochoa	5/1/21	4/30/23	1	Mayor
			8.	Commissioner	Danielle Alvarado	5/1/22	4/30/24	1	City Council
			9.	Commissioner	Will Pittz	5/1/21	4/30/23	2	City Council
6	F	1	10.	Commissioner	Dustin Lambro	5/1/22	4/30/24	1	City Council
			11.	Commissioner	Gay Gilmore	5/1/21	4/30/23	2	City Council
6	F	NA	12.	Commissioner	Ilona Lohrey	5/1/22	4/30/24	2	City Council
6	M	NA	13.	Commissioner	Billy Hetherington	5/1/21	4/30/23		City Council
1	F	3	14.	Commissioner	Jeanie Chunn	5/1/22	4/30/24	2	City Council
1	M	2	15.	Commissioner	Joel Shapiro	5/1/21	04/30/23	1	Commission

SELF-IDENTIFIED DIVERSITY CHART (1) (2) (3) (4) (5) (6) (7) (8) (9)

	Male	Female	Transgender	NB/ O/ U	(1) Asian	(2) Black/ African American	(3) Hispanic/ Latino	(4) American Indian/ Alaska Native	(5) Other	(6) Caucasian/ Non-Hispanic	(7) Pacific Islander	(8) Middle Eastern	(9) Multiracial
Mayor	1					1							
Council	2	3			1					3			
Other	1				1								
Total	4	3			2	1				3			

Key:

- *D List the corresponding *Diversity Chart* number (1 through 9)
- **G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary O= Other U= Unknown
- RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.



Legislation Text

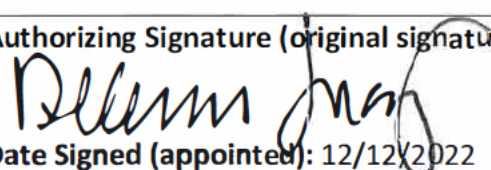
File #: Appt 02442, **Version:** 1

Reappointment of Gay Gilmore as member, Labor Standards Advisory Commission, for a term to April 30, 2023.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Gay Gilmore		
Board/Commission Name: Labor Standards Advisory Commission		Position Title: Member, Position 11
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment	City Council Confirmation required? X Yes No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 5/1/2021 to 4/30/2023 <input type="checkbox"/> Serving remaining term of a vacant position	22 DEC 12 PM 12:59 CITY CLERK FILED CLERK OF COURTS CITY OF SEATTLE
Residential Neighborhood: Capitol Hill	Zip Code: 98112	Contact Phone No.: [REDACTED]
Background: <p>Gay Gilmore is the co founder of Optimism Brewing Company located on Capitol Hill. Established in 2015, Optimism is Seattle’s largest beer hall, a progressive employer and community events hub. Optimism is taking a leadership role in the restaurant business by offering high-paying jobs with excellent benefits without hiding behind tips or service charges which can result in exploitation. She has advised many small businesses on how to move to a more progressive model of employment. Donating its large space to many nonprofits throughout the area, the brewery has become known for its advocacy and devotion to the hard work of optimism.</p> <p>A graduate of Whitman College in political science, Gay has been a Seattle resident for thirty years. She started her career working in software development at Adobe and Microsoft in the nineties. During the following decade, she co created an internet company which became the third largest recipe website and cooking community on the internet. After that business was acquired by the Food Network in 2007, she had three children and went on to launch Optimism. Capitol Hill is her home where her kids attend Seattle Public Schools.</p>		
Authorizing Signature (original signature):  Date Signed (appointed): 12/12/2022	Appointing Signatory: Debra Juarez Council President	

*Term begin and end date is fixed and tied to the position and not the appointment date.

Gay Gilmore is the co-founder of Optimism Brewing Company located on Capitol Hill. Established in 2015, Optimism is Seattle's largest beer hall, a progressive employer and community events hub. Optimism is taking a leadership role in the restaurant business by offering high-paying jobs with excellent benefits (starting wage is \$20/hour, 100% paid medical/dental/vision) without hiding behind tips or service charges which can result in exploitation. She has advised many small businesses on how to move to a more progressive model of employment. Donating its large space to many nonprofits throughout the area, the brewery has become known for its advocacy and devotion to the hard work of optimism.

A graduate of Whitman College in political science, Gay has been a Seattle resident for thirty years. She started her career working in software development at Adobe and Microsoft in the nineties. During the following decade, she co-created an internet company which became the third largest recipe website and cooking community on the internet. After that business was acquired by the Food Network in 2007, she had three children and went on to launch Optimism. Capitol Hill is her home where her kids attend Seattle Public Schools.

Labor Standards Advisory Commission

15 Members: Pursuant to *Ord. 124643*, all members subject to City Council confirmation, 2-year terms:

- 7 City Council-appointed
- 7 Mayor-appointed
- 1 Other Appointing Authority-appointed (specify): Commission-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Commissioner	Vacant	5/1/21	4/30/23		Mayor
			2.	Commissioner	Alexis Rodich	5/1/22	4/30/24	2	Mayor
2	M	2	3.	Commissioner	Afeworki Ghebreiyesus	5/1/21	4/30/23	1	Mayor
			4.	Commissioner	Annie Wise	5/1/22	4/30/24	2	Mayor
			5.	Commissioner	Vacant	5/1/21	4/30/23		Mayor
			6.	Commissioner	Vacant	5/1/22	4/30/24		Mayor
			7.	Commissioner	Diana Ochoa	5/1/21	4/30/23	1	Mayor
			8.	Commissioner	Danielle Alvarado	5/1/22	4/30/24	1	City Council
			9.	Commissioner	Will Pittz	5/1/21	4/30/23	2	City Council
6	F	1	10.	Commissioner	Dustin Lambro	5/1/22	4/30/24	1	City Council
			11.	Commissioner	Gay Gilmore	5/1/21	4/30/23	2	City Council
6	F	NA	12.	Commissioner	Ilona Lohrey	5/1/22	4/30/24	2	City Council
6	M	NA	13.	Commissioner	Billy Hetherington	5/1/21	4/30/23		City Council
1	F	3	14.	Commissioner	Jeanie Chunn	5/1/22	4/30/24	2	City Council
1	M	2	15.	Commissioner	Joel Shapiro	5/1/21	04/30/23	1	Commission

SELF-IDENTIFIED DIVERSITY CHART

	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial					
Mayor	1					1												
Council	2	3			1					3								
Other	1				1													
Total	4	3			2	1				3								

Key:

- *D List the corresponding *Diversity Chart* number (1 through 9)
- **G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary O= Other U= Unknown
- RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02443, **Version:** 1

Reappointment of Susan R. Taylor as member, Seattle Ethics and Elections Commission, for a term to December 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Susan R. Taylor</i>		
Board/Commission Name: <i>Seattle Ethics and Elections Commission</i>		Position Title: <i>Member</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>Seattle Ethics and Elections Commission</i>		Term of Position: * 1/1/2022 to 12/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>West Seattle // Council District 1</i>		Zip Code: <i>98116</i>
Contact Phone No.:		
Background: <p>Ms. Taylor is an experienced attorney with strong expertise in compliance, corporate governance and ethics who possesses good and tested judgment and the ability to deal with complex, significant matters. Recognized for being a strong leader with a compelling vision. Known for proactively building working relationships with a broad spectrum of people and providing solution-oriented advice.</p> <p>From September 2018 to June 2022, Ms. Taylor was Interim Compliance Counsel at Tektronix® Inc. where she oversaw whistleblower program, conducted investigations, and provided advice on resolution of ethical issues related to employee and third-party intermediary conduct.</p> <p>At Fluke Corporation and Tektronix® Inc., Ms. Taylor was Chief Compliance Counsel from January 2013 to September 2018 with the following accomplishments: Built compliance programs at sister companies: Fluke and Tektronix®, both global manufacturing companies owned by Fortive Corporation (NYSE:FTV). Oversaw whistleblower hotline program and ensured investigations were conducted worldwide with a high level of integrity in an objective manner. Conducted multiple investigations and coordinated work of outside counsel in investigations in China, Brazil, Russia and other countries. Conducted training and publicized the SpeakUp! program. Designed and implemented risk-based program to screen, monitor and train third-party intermediaries to reduce bribery risk and risk of violating the Foreign Corrupt Practices Act. Provided guidance to employees (6,000 in total) on questions involving conflicts of interest, gifts, customer trips and other ethical issues related to the application of the Fortive Standards of Conduct.</p> <p>Ms. Taylor was appointed by the Seattle Ethics and Elections Commission in 2019 to a term ending December 31, 2021. Ms. Taylor was reappointed by the Commission in 2022 to a second term that expires December 31, 2024.</p>		
Authorizing Signature (original signature): <i>Wayne Barnett</i> Date Signed (appointed): <i>1/6/23</i>		Appointing Signatory: <i>Wayne Barnett, Executive Director, for the Seattle Ethics and Elections Commission</i>

*Term begin and end date is fixed and tied to the position and not the appointment date.

Susan R. Taylor

PROFILE

Experienced attorney with strong expertise in compliance, corporate governance and ethics who possesses good and tested judgment and the ability to deal with complex, significant matters. Recognized for being a strong leader with a compelling vision. Known for proactively building working relationships with a broad spectrum of people and providing solution-oriented advice.

EXPERIENCE

TEKTRONIX INC.

September 2018 to June 2022

Interim Compliance Counsel

Oversaw whistleblower program, conducted investigations, and provided advice on resolution of ethical issues related to employee and third-party intermediary conduct.

FLUKE CORPORATION AND TEKTRONIX INC., Everett

January 2013 to September 2018

Chief Compliance Counsel

Built compliance programs at sister companies: Fluke and Tektronix, both global manufacturing companies owned by Fortive Corporation (NYSE:FTV). Oversaw whistleblower hotline program and ensured investigations were conducted worldwide with a high level of integrity in an objective manner. Conducted multiple investigations and coordinated work of outside counsel in investigations in China, Brazil, Russia and other countries. Conducted training and publicized the Speak Up! program. Designed and implemented risk-based program to screen, monitor and train third party intermediaries to reduce bribery risk and risk of violating the Foreign Corrupt Practices Act. Provided guidance to employees (6000 in total) on questions involving conflicts of interest, gifts, customer trips and other ethical issues related to the application of the [Fortive Standards of Conduct](#).

eMAGIN CORPORATION, Bellevue, WA

February 2011 to December 2012

SVP, General Counsel and Corporate Secretary

Oversaw all legal affairs as solo attorney for a publicly traded (NYSE Amex: EMAN) electronic component manufacturing company with global business, including securities reporting and filing (10-K, 10-Q), compliance, general corporate, corporate governance, intellectual property, commercial and government contracts, employment and dispute matters.

AVANADE INC., Seattle, WA

2010 to 2011

Contract Attorney

Conducted gap analysis to identify differences, and implement solutions to close gaps, between the compliance programs of Avanade and Accenture (majority owner of Avanade) in the areas of Export Controls, Government as Customer, Anti Corruption, Antitrust and Data Privacy.

AMAZON.COM, INC., Seattle, WA

2009 to 2011

Contract Attorney, Digital Media & New Technologies Group

Drafted and negotiated commercial contracts to license, distribute and advertise digital books, movies and music.

WASHINGTON MUTUAL, INC., Seattle, WA

1999 to 2009

SVP, Corporate Secretary and Associate General Counsel (1999 to 2009)

Provided a high level of continuous support and advice to board and executive management team through challenging period of financial crisis as corporate secretary. Planned and attended all board

meetings, drafted agendas to accommodate competing regulatory requirements and drafted minutes. Secretary to Boards of Washington Mutual Bank and Washington Mutual, Inc., and several committees and subsidiaries. Advised board of directors and management on governance issues, including shareholder proposals, "vote no" campaign, related party transactions, director recruitment, executive compensation and committee composition. Key member of merger and acquisition due diligence, documentation and closing teams for multiple acquisitions.

FOSTER PEPPER PLLC, Seattle, WA

1985-1999

Partner 1998-1999, Of Counsel 1993 to 1997, Associate 1985-1990

Practice concentrated in real estate, general business and banking, with significant experience in mergers and acquisitions, regulatory compliance, consumer and commercial lending programs.

EDUCATION

J.D., Berkeley Law, University of California, Berkeley

Member of Ecology Law Quarterly

B.A., Human Biology, Stanford University

SERVICE

Commissioner - Seattle Ethics and Elections Commission

Volunteer - Methow Valley Citizens Council

Volunteer - Methow Conservancy

Seattle Ethics and Elections Commission

7 Members: Pursuant to Seattle Municipal Code 3.70.020, all members subject to City Council confirmation, 3-year terms:

- 3 Mayor- appointed
- 3 City Council- appointed
- 1 Other Appointing Authority: Commission

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	7	1	Member	Kristin Hawes	1/1/21	12/31/23	1	Mayor
6	M	6	2	Member	Richard Shordt	1/1/22	12/31/24	2	City Council
7	F	2	3	Member	Chalia Stallings-Ala'ilima	1/1/22	12/31/24	1	Mayor
6	F	1	4	Member	Susan Taylor	1/1/22	12/31/24	2	Commission
5	M	6	5	Member	Hardeep Singh Rekhi	1/1/20	12/31/22	2	City Council
6	M	3	6	Member	Zach Pekelis	1/1/23	12/31/25	2	Mayor
			7	Member	Vacant	(8/17/22)	12/31/23	1	City Council

SELF-IDENTIFIED DIVERSITY CHART

	SELF-IDENTIFIED DIVERSITY CHART				(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	1	2								2	1		
Council	2								1	1			
Other		1								1			
Total	3	3							1	4	1		

Key:

*D List the corresponding *Diversity Chart* number (1 through 9)

**G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary, O= Other, U= Unknown

RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.

01/06/2023 SEEC/crd



Legislation Text

File #: Appt 02444, **Version:** 1

Reappointment of Zach Jones Pekelis as member, Seattle Ethics and Elections Commission, for a term to December 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Zach Jones Pekelis</i>		
Board/Commission Name: <i>Seattle Ethics and Elections Commission</i>		Position Title: <i>Member</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Seattle Ethics and Elections Commission</i>	Term of Position: * 1/1/2023 to 12/31/2025 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Capitol Hill // Council District 3</i>	Zip Code: <i>98112</i>	Contact Phone No.:
Background: Seattle Ethics and Elections Commission Vice Chair Zach Pekelis is a litigation partner at Pacifica Law Group, where his practice focuses on constitutional, administrative, and political law. Previously, Zach worked as an Assistant Attorney General in the Complex Litigation Division of the Washington Attorney General's Office; as a Trial Attorney in the Voting Section of the U.S. Department of Justice's Civil Rights Division; and as a litigation associate at Perkins Coie. Born and raised in Seattle, Zach attended Garfield High School, where he played sax in the jazz band. He graduated from Yale College and Yale Law School. After college, Zach joined Teach For America, teaching history and government at a high school in Brooklyn, New York. After law school, Zach clerked for Judge David F. Hamilton of the U.S. Court of Appeals for the Seventh Circuit. Zach was first appointed to the Commission by the Mayor in 2020 for a term that expires December 31, 2022.		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 1/5/2023	Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>	

*Term begin and end date is fixed and tied to the position and not the appointment date.

ZACH JONES PEKELIS

EXPERIENCE

PACIFICA LAW GROUP LLP, Seattle, WA

June 2021–present

Partner

Represent government entities and officials, nonprofits, and corporate clients in civil litigation across range of subject matter, including constitutional law, administrative law, and election law; defend state and local governments in legal challenges to COVID-19 emergency orders, going undefeated in over 40 cases; represent government entities and officials in litigation over Open Public Meetings Act and Public Records Act; counsel advocacy organizations and political committees on compliance with election and campaign finance laws.

WASHINGTON ATTORNEY GENERAL’S OFFICE, Seattle, WA

Aug. 2018–June 2021

Assistant Attorney General, Complex Litigation Division

Co-led team defending Washington’s COVID-19 response; co-led successful defense of ballot measure regulating assault rifles against constitutional challenge; represented Legislature in successful lawsuit over Governor’s line-item veto; litigated affirmative cases challenging Trump administration actions, including DHS “public charge” rule and State Department’s deregulation of 3D-printed firearms; successfully represented Governor in federal constitutional challenge to denial of permits for proposed coal export terminal.

U.S. DEPARTMENT OF JUSTICE, Washington, D.C.

Aug. 2016–July 2018

Trial Attorney, Civil Rights Division – Voting Section

Litigated cases to enforce federal voting rights law, including Texas voter ID litigation; investigated potential voting rights violations; performed outreach to state and local governments to ensure compliance with federal election laws regulating bilingual election programs, absentee ballots for military and overseas citizens, and voter registration; monitored federal elections in local jurisdictions across the United States.

PERKINS COIE LLP, Seattle, WA

June–Aug. 2010, Sept. 2012–Aug. 2016

Litigation Associate (2012–16); Summer Associate (2010)

Litigated cases across range of subject matter, including labor and employment, consumer protection, and civil fraud; served as lead associate in three civil trials and all phases of major commercial arbitration; prepared appellate briefs in state and federal courts; represented Alabama prisoners in state and federal habeas proceedings, partnering with Equal Justice Initiative; first-chaired felony trials in prosecution fellowship.

U.S. COURT OF APPEALS FOR THE SEVENTH CIRCUIT, Bloomington, IN

Aug. 2011–Aug. 2012

Law Clerk to Circuit Judge David. F. Hamilton

DISTRICT OF COLUMBIA PUBLIC SCHOOLS, Washington, D.C.

June–Aug. 2009

Senior Associate, Urban Education Leaders Internship Program

Wrote legal memoranda on special education law; assisted at administrative hearings and court proceedings.

TEACH FOR AMERICA, Brooklyn, NY

June 2005–June 2007

Social Studies Teacher, Dr. Susan S. McKinney Secondary School for the Arts

Taught global history, government, and economics in 10th through 12th grades.

U.S. DEPARTMENT OF STATE, Florence, Italy

June–Aug. 2004

Consular Intern

Drafted cables; prepared daily Italian press briefs; assisted with visa interviews and U.S. citizen services.

EDUCATION

YALE LAW SCHOOL, New Haven, CT

J.D., June 2011

Honors and activities: Thurman Arnold Prize for Oral Advocacy, Yale Law School Moot Court Competition

Founding Director, Marshall-Brennan Constitutional Literacy Project (Yale-New Haven)

PACE UNIVERSITY, New York, NY

M.S., Teaching, June 2007

YALE COLLEGE, New Haven, CT

B.A., *cum laude*, May 2005

Honors: European Union Studies Fellowship; Distinction in Ethics, Politics & Economics major

COMMUNITY INVOLVEMENT

Seattle Ethics & Elections Commission; Washington Bus board; Northwest Justice Project board

LANGUAGES

Italian (advanced proficiency)

Seattle Ethics and Elections Commission

7 Members: Pursuant to Seattle Municipal Code 3.70.020, all members subject to City Council confirmation, 3-year terms:

- 3 Mayor- appointed
- 3 City Council- appointed
- 1 Other Appointing Authority: Commission

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	7	1	Member	Kristin Hawes	1/1/21	12/31/23	1	Mayor
6	M	6	2	Member	Richard Shordt	1/1/22	12/31/24	2	City Council
7	F	2	3	Member	Chalia Stallings-Ala'ilima	1/1/22	12/31/24	1	Mayor
6	F	1	4	Member	Susan Taylor	1/1/22	12/31/24	2	Commission
5	M	6	5	Member	Hardeep Singh Rekhi	1/1/20	12/31/22	2	City Council
6	M	3	6	Member	Zach Pekelis	1/1/23	12/31/25	2	Mayor
			7	Member	Vacant	(8/17/22)	12/31/23	1	City Council

SELF-IDENTIFIED DIVERSITY CHART

	SELF-IDENTIFIED DIVERSITY CHART				(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	1	2								2	1		
Council	2								1	1			
Other		1								1			
Total	3	3							1	4	1		

Key:

*D List the corresponding *Diversity Chart* number (1 through 9)

**G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary, O= Other, U= Unknown

RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.

01/06/2023 SEEC/crd



Legislation Text


File #: Appt 02450, **Version:** 1

Appointment of Jessica Lo as member, Seattle Disability Commission, for a term to April 30, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Jessica Lo</i>		
Board/Commission Name: <i>Seattle Disability Commission</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other:	Date Appointed:	Term of Position: * 5/1/2022 to 4/30/2024 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>University District</i>	Zip Code: 98195	Contact Phone No.:
Background: <i>Jessica Lo (she/her) is a longtime resident of the Greater Seattle area who is committed to amplifying the perspectives of and advocating for issues of importance to people with disabilities and/or chronic conditions. Over the past six years, Jessica has strived to serve the disability community. While a student at the University of Washington, Jessica oversaw a team of fifteen people in creating a peer support network for people with brain injuries. She then worked at Full Life Care in South Seattle and at the Brain Injury Alliance of Washington alongside people with disabilities. Currently, Jessica is a medical student who hopes to dedicate her future practice to meeting the diverse needs of the disability community. She has been actively attending commission meeting since last year and as a member of the commission she hopes to engage in community education centered on disability while augmenting existing resources, such as transportation, to better meet the needs of this community.</i>		
Authorizing Signature (original signature): 	Appointing Signatory: <i>Councilmember Tammy Morales</i> <i>Seattle City Council</i>	

*Term begin and end date is fixed and tied to the position and not the appointment date.

JESSICA LO

EDUCATION

2021 – Present **Boston University School of Medicine.** M.D. anticipated in June 2025.
2014 – 2018 **University of Washington.** Bachelors of Science, Neurobiology with Honors & Biochemistry with Honors, *cum laude*.

DISABILITY-RELATED COMMUNITY & ADVOCACY WORK

May 2022 – Present, Jan. 2017 – Dec. 2019 **Synapse: National Brain Injury Support Organization.** *Mentor (5/22-Present), National Lead (2/18-12/19), Chapter Founder & President (1/17-6/18).*

- Developed national-level infrastructure to provide direct service to people with brain injuries via college campuses, resulting in expansion of services to six new sites and implementation of quality assurance across chapters.
- Established and led a student-run group which partnered with local organizations to provide direct, social support resources to people with brain injuries in Seattle.

Jan. 2022 – Present **Disability Advocacy Team at BUSM.** *Founder & Student Leader.*

- Established an organization that amplifies the experiences of people with disabilities through advocacy, curriculum development, and community education within the Boston University School of Medicine.

Jun. 2018 – Jun. 2019 **Brain Injury Alliance of Washington.** *Program Assistant.*

- Provided over 750 hours of direct service to people with brain injuries by connecting clients to local resources and facilitating a support group.
- Contributed to the establishment of a pooled special needs trust to protect the assets of people with disabilities.
- Developed and disseminated educational materials about brain injury at local and statewide conferences.

Jan. 2018 – Jun. 2018 **Full Life Care: South Seattle Branch.** *Adult Day Health Activity Intern.*

- Provided 200 hours of service to people with developmental and acquired disabilities by assisting with activities of daily living and leading group exercises.
- Participated in weekly seminars on leadership and community service, culminating in a poster presentation on the experience.

DISABILITY-RELATED RESEARCH

Mar. 2022 – Present **Department of Rehabilitation Medicine, University of Washington.** *Research Assistant. Advisor: Kayli Gimarc, M.D., Brain Injury Fellow.*

- Explored factors which influence adherence to home exercise programs among adults with traumatic brain injury or multiple sclerosis.

Jun. 2019 – Present **Rehabilitation Medicine Department, National Institutes of Health.** *Special Volunteer (5/21-Present) & Research Fellow (6/19-5/21). Advisors: Leighton Chan, M.D., M.P.H., Department Chief, & Elizabeth Rasch, Ph.D., P.T., Chief of Epidemiology & Biostatistics Section.*

- Developed tools to augment the Disability Determination Process for Social Security benefits, which provide income support to people with work-limiting disabilities.
- Investigated factors associated with the employment of people with disabilities.

Seattle Disability Commission

January 2023

21 Members: Pursuant to SMC 3.14.920, all members subject to City Council confirmation, 2-year terms:

- 8 City Council-appointed
- 9 Mayor-appointed (includes 1 Get-engaged Mayor position)
- 4 Other Appointing Authority-appointed (specify): Commission-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Member	VACANT	5/01/21	4/30/23	1	Mayor
			2.	Member	VACANT	5/01/21	4/30/23	1	City Council
			3.	Member	VACANT	5/01/21	4/30/23	1	Mayor
			4.	Member	VACANT	5/01/21	4/30/23	1	City Council
			5.	Member	VACANT	11/1/21	10/31/23	1	Mayor
			6.	Member	VACANT	11/1/21	10/31/23	1	City Council
			7.	Member	VACANT	11/1/21	10/31/23	1	Mayor
6	F	7	8.	Member	April Snow	11/1/21	10/31/23	1	Commission
4	F		9.	Member	Kristina M. Sawyckyj	5/01/22	4/30/24	3	City Council
			10.	Member	VACANT	5/01/22	4/30/24	1	Mayor
6	F	6	11.	Member	Devon Breithart	5/01/22	4/30/24	1	City Council
6	M	3	12.	Member	Silas T. James	5/01/22	4/30/24	1	Mayor
			13.	Member	VACANT	11/1/22	10/31/24	1	City Council
			14.	Member	VACANT	11/1/22	10/31/24	1	Mayor
	F	5	15.	Member	Taylor Woods	11/1/22	10/31/24	2	City Council
			16.	Get Engaged	VACANT	9/1/22	8/31/23	1	Mayor
1	F	4	17.	Member	Jessica Lo	5/01/22	4/30/24	1	City Council
			18.	Member	VACANT	11/1/22	10/31/24	1	Mayor
6	F	7	19.	Member	Shelby Dey	5/01/22	4/30/24	1	Commission
	F	3	20.	Member	Dawn Dailey	11/1/22	10/31/24	2	Commission
6	F	1	21.	Member	Kaitlin Skilton	11/1/22	10/31/24	2	Commission

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	1									1			
Council		4			1			1		2			
Other		4								3			
Total	1	8			1			1		6			

Key:

- *D List the corresponding *Diversity Chart* number (1 through 9)
- **G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary O= Other U= Unknown
- RD Residential Council District number 1 through 7 or N/A



Legislation Text

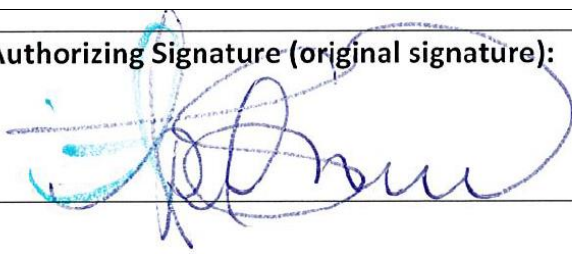
File #: Appt 02451, **Version:** 1

Reappointment of Dawn Dailey as member, Seattle Disability Commission, for a term to October 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Dawn Dailey</i>		
Board/Commission Name: <i>Seattle Disability Commission</i>		Position Title: <i>Commission Member</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>Commission</i>	Date Appointed:	Term of Position: * 11/1/2022 to 10/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>First Hill</i>	Zip Code: 98122	Contact Phone No.:
Background: <i>Dawn is currently pursuing her Masters in Museology from the University of Washington and has extensive experience working in accessibility and advocacy for Disabled individuals. Previously, she worked with the University of Washington’s Disabilities, Opportunities, Information and Technology Center to help with Universal Design technologies and accommodations, specifically in regard to museums and their ability to provide education through more informal methods. On the Commission she aspires to continue her advocacy work with likeminded individuals.</i>		
Authorizing Signature (original signature): 	Appointing Signatory: <i>April Snow</i> <i>Seattle Disability Co-Chair on behalf of the Commission</i>	

*Term begin and end date is fixed and tied to the position and not the appointment date.

Dawn Dailey

Education

MASTER OF ARTS | MUSEOLOGY | UNIVERSITY OF WASHINGTON

Degree Expected: June 2021

BACHELOR OF SCIENCE | MAY 2014 | TROY UNIVERSITY

Degree Conferred: History, European Emphasis. Minor: Anthropology, Cultural

Honors: Magna Cum Laude

Experience

Henry Art Gallery | University of Washington | Present

Public and Youth Programs Assistant. Supports the monthly ArtVentures family program by coordinating with and assisting Henry staff, teaching artists, and volunteers; helping with development of activities and outreach; creating a welcoming environment for guests; and administering evaluations. In addition, the PYPA provides general support for public and youth programs, including administrative and research support for the Museum Guide Program, marketing/social media, content development, and other areas as needed.

Seattle Architecture Foundation Summer Intern | University of Washington | 2020

Research and create virtual programming based on the relevant social and racial justice issues past, present, and future of the city of Seattle. Design and create informal educational curriculum that is both virtual and physical targeted to middle school audiences that is flexible enough for early learners and adults. The education curriculum is based on Common Core Standards, Washington State Educational Standards, and involves, art, art history, architectural history, STEM, innovation, manufacture, accessible technology for disabilities, experiential and constructivist learning theories, as well as family engagement.

Media and Communications Student Assistant | University of Washington News | Present

Student assistant at the University of Washington News. Assist with researching, inventorying, and collections management of the University of Washington News Special Collections.

Access ISL Intern | University of Washington | 2019-2020

Intern with the University of Washington Museology Department and the Disabilities, Opportunities, Information, and Technology Center (DO IT CENTER) Developing and collaborating accessible informal science museum education. Collaborate with team members to apply new universal design technologies and accommodation strategies for museum assessments and museum educational informal science pedagogy.

Gallery Ambassador | MOHAI | 2019-2020

Worked with MOHAI, Microsoft, Holoforge, and Listen with mixed reality, and Holo-Lens 2 Virtual Reality to teach patrons of MOHAI and educate and guide patrons through STEM and historical museum education.

Intermediate Educational Program Specialist | U.S. Naval Undersea Museum | 2019

Developed, planned, and implemented education and public programs on the science and history of the Navy. Built and maintained relationships with teachers, schools, and community groups with an interest in education, the Navy, and/or STEM initiative. Researched, developed, and wrote Standards-aligned lesson plans for mission-related History and STEAM programs. Created Standards-aligned lesson plans for mission-related History and STEAM programs. Familiarity with educational theory, Common Core Learning Standards, Next Generation Science Standards, and the Washington State EALRs. Wrote and edited education-related materials including, but not limited to, lesson plans, program materials. Assisted with developing or refining exhibition-related educational materials pertaining to undersea Navy topics. Spoke

publicly about the museum's exhibits and programs to students, military audiences, and the public. Assisted museum staff with researching and cataloguing objects and records in the education collection.

Volunteer Coordinator | Lewis Army Museum, Joint Base Lewis McChord | 2017-2019

Liaison for the Lewis Army Museum, the board of the Friends of the Museum, and JBLM's Directorate of Personnel and Family Readiness. Coordinated outreach events, ceremonies, museum activities, and volunteer training for the museum.

Cultural Resources Technician | Cultural Resources, Directorate of Public Works, Joint Base Lewis McChord 2018 – 2019

Collections management to include organizing and inventory archives, cultural resource reports, archaeological site reports, historical documents, artifacts, maps, and memorials for Cultural Resources.

Additional Work Experiences

Family Service Worker | San Angelo Independent School District, San Angelo, TX | 2015-2016

Maintained a caseload of 100 at-risk and/or disadvantaged students and their families. Offered social support services, medical resources, and facilitated medical and counseling services, as needed. Implemented federal, state, and local court-ordered mandates and rulings such as foster care, custodial rulings, restraining orders on assigned students and their families.

Library Assistant | Goodfellow Air Force Base | 2014-2015

Maintained book stacks, archives. Managed the circulation system online. Offered online learning resources, online archival databases, and language resources to researchers. Created a curriculum and activities for Children's Storytime Hour. Recruited volunteers for Children's Storytime.

General Coordinator Support | U.S. Air Force AETC 17 TRSS/TSOI Foreign Affairs Office at Goodfellow Air Force Base | 2014-2015

Organized and created summaries for archives, library books, and other materials at the Foreign Affairs Office in culturally relevant and accessible themes for visiting foreign intelligence officers. Developed travel itineraries for the visiting diplomatic Foreign Affairs Officers for culturally significant trips in Texas.

Substitute Teacher | San Angelo Independent School District | 2014

Paraeducator | Barber's Point Elementary School | Kapolei, HI | 2005-2006

Implemented the educational curriculum designed by the special needs' teacher, and occupational, speech, and physical therapists for disabled and special needs children in a K-5 school. Taught a range of subjects to students using tactile interactive audio, visual, technological, American Sign Language, and kinetic educational tools available to students.

ACCOMPLISHMENTS

- Winner of the University of Washington's **Emerging Curator Initiative (ECI)** for the Museology Graduate Program. Each ECI recipient curates an art exhibit at a participating Seattle Art Museum. Designing an art exhibit using Sketchup, exhibit installation, art conservation, labeling, and interpretation. Facilitating a live-art creation demonstration. Designing an educational public program component based on the exhibit that involves Social Emotional Learning and Visual Thinking Strategy.
- Facilitated storage, collections management, and preservation of Seattle's Street Art known as CHOP Art, and facilitating volunteer management and curation of the CHOP Art.
- Designed educational curriculum and programming for the Seattle Architecture Foundation
- Designed accessible visual schedules and access checklists for the University of Washington Disabilities, Opportunities, Internetworking and Technology Center (DO IT Center) for special needs.
- Designed educational curriculum and programming for the Navy Undersea Museum in Keyport, WA.
- Facilitated public programming, events, tours, and outreach for the Lewis Army Museum.
- Liaised with non-profit organizations such as the Veterans Affairs, Nisqually Tribal Council, Squaxin Tribal Council, on behalf of Cultural Resources.

- Planned Public Programs such as the 2017 Indigenous People’s Day in Olympia, WA at the State Capitol.
- Organized for the Nisqually Reservation WaHeLut Indian School’s Food Sovereignty Garden.
- Developed public history partnerships with the University of Washington, Tacoma, and the Cultural Resources Division of Joint Base Lewis-McChord’s Directorate of Public Works.
- Coordinated non-profit organizational volunteerism and donations for public programs and public schools.
- Political Campaign Organizer and Team Leader for West Olympia and Tumwater for the Washington State Democratic Combined Campaigns of Governor Jay Inslee, Sen. Patty Murray, Rep. Denny Heck, Maria Cantwell.
- Elected Precinct Committee Officer for the 43rd Legislative District, city of Seattle, and King County, Washington.
- Elected Precinct Committee Officer of the 22nd Legislative District, Olympia, and Thurston County, Washington.
- Cofounder of Non-Profit Organization Seattle Caregivers United for Black Lives Matters.
- Asian Ally and founding member of the Black Collective Voice Council for the city of Seattle.
- Ambassador for the Third Door Coalition, a housing-first nonprofit organization creating individual home-units for unhoused communities of Seattle and King County, Washington.

Seattle Disability Commission

January 2023

21 Members: Pursuant to [SMC 3.14.920](#), all members subject to City Council confirmation, 2-year terms:

- 8 City Council-appointed
- 9 Mayor-appointed (includes 1 Get-engaged Mayor position)
- 4 Other Appointing Authority-appointed (specify): Commission-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Member	VACANT	5/01/21	4/30/23	1	Mayor
			2.	Member	VACANT	5/01/21	4/30/23	1	City Council
			3.	Member	VACANT	5/01/21	4/30/23	1	Mayor
			4.	Member	VACANT	5/01/21	4/30/23	1	City Council
			5.	Member	VACANT	11/1/21	10/31/23	1	Mayor
			6.	Member	VACANT	11/1/21	10/31/23	1	City Council
			7.	Member	VACANT	11/1/21	10/31/23	1	Mayor
6	F	7	8.	Member	April Snow	11/1/21	10/31/23	1	Commission
4	F		9.	Member	Kristina M. Sawyckyj	5/01/22	4/30/24	3	City Council
			10.	Member	VACANT	5/01/22	4/30/24	1	Mayor
6	F	6	11.	Member	Devon Breithart	5/01/22	4/30/24	1	City Council
6	M	3	12.	Member	Silas T. James	5/01/22	4/30/24	1	Mayor
			13.	Member	VACANT	11/1/22	10/31/24	1	City Council
			14.	Member	VACANT	11/1/22	10/31/24	1	Mayor
	F	5	15.	Member	Taylor Woods	11/1/22	10/31/24	2	City Council
			16.	Get Engaged	VACANT	9/1/22	8/31/23	1	Mayor
1	F	4	17.	Member	Jessica Lo	5/01/22	4/30/24	1	City Council
			18.	Member	VACANT	11/1/22	10/31/24	1	Mayor
6	F	7	19.	Member	Shelby Dey	5/01/22	4/30/24	1	Commission
	F	3	20.	Member	Dawn Dailey	11/1/22	10/31/24	2	Commission
6	F	1	21.	Member	Kaitlin Skilton	11/1/22	10/31/24	2	Commission

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	1									1			
Council		4			1			1		2			
Other		4								3			
Total	1	8			1			1		6			

Key:

- *D List the corresponding *Diversity Chart* number (1 through 9)
- **G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary O= Other U= Unknown
- RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.



Legislation Text


File #: Appt 02452, **Version:** 1

Reappointment of Kaitlin Skilton as member, Seattle Disability Commission, for a term to October 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Kaitlin Skilton</i>		
Board/Commission Name: <i>Seattle Disability Commission</i>		Position Title: <i>Commission Member</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>Commission</i>	Date Appointed:	Term of Position: * 11/1/2022 to 10/31/2024 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Delridge</i>	Zip Code: <i>98106</i>	Contact Phone No.:
Background: <i>Kaitlin Skilton is known for being the prior titleholder for Ms. Wheelchair Washington-America and has worked with RAW Artists Seattle in numerous showcases. She recently served as an interim co-chair for the Seattle Disability Commission in 2022 and is a true advocate for accessibility and safety for the disabled community. She looks forward to working an additional term with her fellow commissioners. In her free time, Kaitlin enjoys photography.</i>		
Authorizing Signature (original signature): 		Appointing Signatory: <i>April Snow,</i> <i>Seattle Disability Co-chair on behalf of the Commission</i>
Authorizing Signature (original signature):		

*Term begin and end date is fixed and tied to the position and not the appointment date.

Kaitlin Skilton

Education:

Careerlink High School
Seattle, WA 98106

South Seattle College
Seattle, WA 98106

Work Experience:

In Home Nanny
[REDACTED]

Duties: assistance with bathroom needs, Children's laundry when needed, meal prep, arranging indoor/outdoor activities, occasionally walking to the park, Help with homework, Light housekeeping

Volunteer experience:

Volunteer Teaching Assistant
Bayview Learning Center

Duties: monitoring activities, assist children when needed, hanging/laminating artwork, reading to/with children, guiding activities while the teacher is otherwise occupied, acts as an extra eye for teachers so that they may complete paperwork

Activities:

Seattle adaptive sports
Office mom's and dad's

Seattle Disability Commission

January 2023

21 Members: Pursuant to *SMC 3.14.920*, all members subject to City Council confirmation, 2-year terms:

- 8 City Council-appointed
- 9 Mayor-appointed (includes 1 Get-engaged Mayor position)
- 4 Other Appointing Authority-appointed (specify): Commission-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Member	VACANT	5/01/21	4/30/23	1	Mayor
			2.	Member	VACANT	5/01/21	4/30/23	1	City Council
			3.	Member	VACANT	5/01/21	4/30/23	1	Mayor
			4.	Member	VACANT	5/01/21	4/30/23	1	City Council
			5.	Member	VACANT	11/1/21	10/31/23	1	Mayor
			6.	Member	VACANT	11/1/21	10/31/23	1	City Council
			7.	Member	VACANT	11/1/21	10/31/23	1	Mayor
6	F	7	8.	Member	April Snow	11/1/21	10/31/23	1	Commission
4	F		9.	Member	Kristina M. Sawyckyj	5/01/22	4/30/24	3	City Council
			10.	Member	VACANT	5/01/22	4/30/24	1	Mayor
6	F	6	11.	Member	Devon Breithart	5/01/22	4/30/24	1	City Council
6	M	3	12.	Member	Silas T. James	5/01/22	4/30/24	1	Mayor
			13.	Member	VACANT	11/1/22	10/31/24	1	City Council
			14.	Member	VACANT	11/1/22	10/31/24	1	Mayor
	F	5	15.	Member	Taylor Woods	11/1/22	10/31/24	2	City Council
			16.	Get Engaged	VACANT	9/1/22	8/31/23	1	Mayor
1	F	4	17.	Member	Jessica Lo	5/01/22	4/30/24	1	City Council
			18.	Member	VACANT	11/1/22	10/31/24	1	Mayor
6	F	7	19.	Member	Shelby Dey	5/01/22	4/30/24	1	Commission
	F	3	20.	Member	Dawn Dailey	11/1/22	10/31/24	2	Commission
6	F	1	21.	Member	Kaitlin Skilton	11/1/22	10/31/24	2	Commission

SELF-IDENTIFIED DIVERSITY CHART

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)				
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	1									1			
Council		4			1			1		2			
Other		4								3			
Total	1	8			1			1		6			

Key:

*D List the corresponding *Diversity Chart* number (1 through 9)

**G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary O= Other U= Unknown

RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.



Legislation Text


File #: Appt 02453, **Version:** 1

Reappointment of Taylor Woods as member, Seattle Disability Commission, for a term to October 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Taylor Woods</i>		
Board/Commission Name: <i>Seattle Disability Commission</i>		Position Title: <i>Member</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other:	Date Appointed:	Term of Position: * 11/1/2022 to 10/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Northgate</i>	Zip Code: 98125	Contact Phone No.:
Background: <i>Taylor has spent her entire education and career working for persons with disabilities and medical conditions. She is very passionate about making a better life for this population and community. Her passion has always been healthcare for people and children with disabilities. This includes access to healthcare, quality and equitability of services, price of care, and healthcare staff that represent the diverse disabled population. She has been an active commission member since 2021 and looks forward to her reappointment on the commission.</i>		
Authorizing Signature (original signature): 	Appointing Signatory: <i>Councilmember Tammy Morales</i> <i>Seattle City Council</i>	

**Term begin and end date is fixed and tied to the position and not the appointment date.*

Taylor Woods

Experience

- Seattle Children's Hospital – Seattle, Wash. November 2015 – Present
- Dermatology, Rheumatology, and Infectious Disease:
 - Program Coordinator III – Provider Utilization: promoted July 2019 - Present
 - Provider Deployment Coordinator: August 2017 – July 2019
 - Design, build, and report on outpatient clinics based on budget, resources, provider field and availability, and patient demand
 - Collaborate with various departments throughout hospital to implement improvement projects such as improving patient experience, specialty clinic creation, standardized scheduling, resource utilization and budget tracking
 - Lead monthly PDC meeting for all PDCs and others to collaborate on concerns, updates, and hospital-wide developments
 - Coach PDCs and other hospital staff on processes and improvement projects
 - Family Service Coordinator – Registration and Cancer Center: registered patients and families at check-in; trained new coordinators and interns
 - Family Service Coordinator – Scheduling: first point of contact to the patients and families; communicated regularly with providers, staff, and external partners
- Central Communication Agency – Ellensburg, Wash. September 2014 – June 2015
- Account Executive: facilitated Junior Account Executives in research, content creation, and strategic planning; consulted with nonprofit client on all communications needs throughout the year; measured local awareness of client in the community and identified opportunities for growth; restructured social media accounts and newsletter with revamped content for improved engagement; collected \$1,000 silent auction donations in less than one month
- Junior Account Executive: supported multiple nonprofits with public relations March 2013 – March 2014
- Make-A-Wish Oregon – Portland, Ore. June 2014 – September 2014
- Wish Intern: processed referrals and eligibility paperwork for incoming wishes, designed content and collected materials for wishes; communicated regularly with wish managers and volunteers; organized family photos for marketing and volunteer recognition; corrected database records to map organizational growth; produced data report to define outreach/reference correlations and opportunities
- Yakima Memorial Foundation, Children's Village – Yakima, Wash. June 2013 – September 2013
- Development and Community Outreach Intern: assisted Development Manager with contacting, tracking, and acknowledging potential and longstanding donors; marketed staff and patient stories; created and operated Facebook page with increased engagement across three months; provided tours and served the front intake desk; planned fundraisers and community engagement events

Accomplishments

- Seattle Children's Hospital Provider Deployment Coordinator Top Performer 2018 & 2019
- Junior League of Seattle May 2018 – Present (currently Diversity, Equity, Inclusion Committee member)
 - Junior League of Seattle Provisional Project Marketing Lead January 2020 – June 2020
- Central Washington University Summa Cum Laude and Dean's List 2011-2015
- Central Washington University Nonprofit Student of the Year 2014 & 2015
- Central Communication Agency Outstanding Leadership Award 2015 & Outstanding Dedication Award 2015
- Central Washington Public Relations Student Society of America Board Member of the Year Award 2014

Education: Bachelor of Science

- Central Washington University – Ellensburg, Wash. September 2011 – June 2015
- GPA: 3.94
 - Major: Interdisciplinary Studies – Social Sciences
 - Minors: Nonprofit Organization Administration / Business Administration

Skills

- Microsoft/Adobe/Databases
- Project management
- Report building
- Written, verbal, interpersonal communication
- Data reporting & research
- Record keeping

Seattle Disability Commission

January 2023

21 Members: Pursuant to *SMC 3.14.920*, all members subject to City Council confirmation, 2-year terms:

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- 4 Other Appointing Authority-appointed (specify): Commission-appointed

Roster:

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			2.	Member	VACANT	5/01/21	4/30/23	1	City Council
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4	F		9.	Member	Kristina M. Sawyckyj	5/01/22	4/30/24	3	City Council
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6	F	6	11.	Member	Devon Breithart	5/01/22	4/30/24	1	City Council
6	M	3	12.	Member	Silas T. James	5/01/22	4/30/24	1	Mayor
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1	F	4	17.	Member	Jessica Lo	5/01/22	4/30/24	1	City Council
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6	F	7	19.	Member	Shelby Dey	5/01/22	4/30/24	1	Commission
	F	3	20.	Member	Dawn Dailey	11/1/22	10/31/24	2	Commission
6	F	1	21.	Member	Kaitlin Skilton	11/1/22	10/31/24	2	Commission

SELF-IDENTIFIED DIVERSITY CHART

	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial					
Mayor	1									1								
Council		4			1			1		2								
Other		4								3								
Total	1	8			1			1		6								

Key:

*D List the corresponding *Diversity Chart* number (1 through 9)

**G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary O= Other U= Unknown

RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.



Legislation Text


File #: Appt 02454, **Version:** 1

Appointment of Christina Pizaña as member, Seattle LGBTQ Commission, for a term to October 31, 2023.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Christina Pizaña</i>		
Board/Commission Name: <i>Seattle LGBTQ Commission</i>		Position Title: <i>Commission Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other:	Date Appointed:	Term of Position: * 11/1/2021 to 10/31/2023 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>North Seattle</i>	Zip Code: <i>98115</i>	Contact Phone No.:
Background: <i>Christina Pizaña (She/They) is a 4th generation Chicanx parent and has spent the last 20 years as a grassroots organizer working on equity issues for young people, parents and families of color, centered on liberation & justice work. For the last 5 years they have been advocating in schools. Part of this work has been very complex, directing & re-centering staff and parents' understanding and awareness around inclusion in very personal ways.</i> <i>Christina has an architecture background which in many ways involves listening to stakeholders needs, researching technical design and safety guidelines, problem solving complex challenges and producing tangible outcomes on multiple projects for a wide variety of users & needs. Hope, love, liberation and accountability are all elements Christina strives to center on the commission. They are a fierce advocate for our most vulnerable and underserved youth in very creative and connected ways.</i> <i>In their spare time Christina and her family enjoy family biking, exploring the outdoors, spending quality time creating art and making connections with community, family & friends.</i>		
Authorizing Signature (original signature): 		Appointing Signatory: <i>Councilmember Tammy Morales</i> <i>Seattle City Council</i>

*Term begin and end date is fixed and tied to the position and not the appointment date.

Christina Pizaña – *Bachelor of Architecture*
California Polytechnic State University, San Luis Obispo

Experience

Design management to a wide variety of projects. Tasks ranging from design development, programming, code review to construction administration and document management. I have also provided construction inspections and evaluations for projects ranging from new construction to tenant improvements, as well as technical design for public and developer driven projects both locally and regionally.

September 2021 - current

Amara, Seattle & Tacoma WA – *Capital Projects & Facilities Manager*

Through a justice, equity, diversity and inclusion lens; operationalize Amara's commitment to positive long-term outcomes for children and families engaged with foster care, adoption, and post-adoption. Plan & manage all phases of capital projects, planning and preliminary design review and facilities management. Represent Amara to federal, state and local funding, planning and regulatory agencies, Organize, participate and present to institutional government boards and committees.

January 2020 - July 2020

Buffalo Design, Seattle WA – *PA, Design Lead*

Quality Assurance review for a midsize Cross Dock Warehousing Facility. Design, management of a low-rise Medical Office Building. Technical production and oversight of multi jurisdiction tenant improvement projects for regional healthcare providers.

2010/September 2012 - November 2019

Harbor Consulting Engineers, Seattle – *Technical Architectural Lead*

Architecture and technical support for a small well established Engineering firm which specializes in fisheries, marine and hydraulic structural facilities with projects primarily in Washington and Oregon.

2012

Studio Meng Strazzara, Seattle, WA – *Architectural Support*

Project support on the Marysville Joint Transportation Facility and Multifamily Projects

2012

Alexandra Immel, Seattle, WA – *Residential Architecture*

Provided hand drafting design and detailing for a variety of Residential Projects

**Term begin and end date is fixed and tied to the position and not the appointment date.*

Feb 2003-March 2009

Driscoll Architects, Seattle, WA - Senior Architectural Support

Typically managed the design and production of large multifamily projects through design development and construction documents. Managed the workload, ensured adherence to life safety, building and landuse code requirements.

May 2002-February 2003

Wetherholt & Associates, Kirkland, WA - Inspector & Evaluator

Inspected various Seattle School district re-roofing projects, Seattle Central Community College Annex re-roofing project. Microsoft below grade water intrusion inspections. Assisted in residential + multifamily envelope evaluations and construction dispute evaluations.

September 1999-March 2002

Bassetti Architects, Seattle, WA - Architecture & CAD Lead

Public projects such as school design. Project experience ranged from concept drawings to construction drawings. Also organized and ensured maintenance of office graphic and technical standards

August 1995-July 1999

KGA Architecture, Las Vegas, NV - Designer & Marketing

Design and marketing of numerous projects in public safety, commercial, educational, parochial, hospitality, health care and master planning. Primarily focused on projects from concept design to design development. Ensured design integrity through construction documents and construction phases.

Advocacy

2020- present **We Lead Us BIPOC Youth Mentoring** -Founding Advisor.

Grassroots community organization connecting BIPOC high school youth with BIPOC elementary school and middle school youth in North Seattle. Student mentors hold space to build community and affirm younger students' whole identity and culture.

2021-present **Seattle Council PTSA** - District 2 Director.

Seattle Council Represents over 80 PTA's and PTSA's in Seattle Public Schools. Centering the voices of those furthest from justice, we support, inform, and advocate for and with school communities all over seattle.

2018-2022 **Thornton Creek PTA** - President, Executive Board Member

Building genuine trust & cooperation in the school community through equity, justice & student empowered lenses while navigating the nuances of a school that directly benefits from institutional privilege and historical and present racial biases and inequities.

*Term begin and end date is fixed and tied to the position and not the appointment date.

2020-2021 **CEAMP Advisory Committee Seattle Public Schools** - Members of the Capacity, Enrollment, and Facilities Master Planning Committee are asked to review, provide input and give recommendations to the Seattle Public School Board.

2011-2015 **Seattle Design Review Board Member** - Local Residential Representative position for the City of Seattle's DRB North East. One of the 35 board members, representing 7 districts city wide, reviews qualifying commercial & Multifamily projects.

2008 **NOMA NW Secretary** - As a founding officer of this regional organization, we have set up our non-profit status, organized meetings and planned work sessions to set up local organizational goals that take into consideration national NOMA interests & local members' needs.

2004-present **RCCR, Grass roots Peer Counseling** Led and assist in various peer counseling projects of groups ranging from 2 to 150. Involved in organizing various overnight workshops for Washington, Oregon and Vancouver BC. Primarily focusing on oppression work and community building.

**Term begin and end date is fixed and tied to the position and not the appointment date.*

Seattle Lesbian, Gay, Bisexual, Transgender and Queer Commission

January 2023

Members: Pursuant to SMC 3.14.920, all members subject to City Council confirmation,
2-year terms:

- 8 City Council-appointed
- 9 Mayor-appointed
- 4 Other Appointing Authority-appointed: Commission-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Member	VACANT	5/1/21	4/30/23	1	City Council
			2.	Member	VACANT	5/1/21	4/30/23	1	Mayor
			3.	Member	VACANT	5/1/21	4/30/23	1	City Council
			4.	Member	VACANT	5/1/21	4/30/23	1	Mayor
			5.	Member	VACANT	5/1/21	4/30/23	1	City Council
			6.	Member	VACANT	11/1/21	10/31/23	1	Mayor
			7.	Member	VACANT	11/1/21	10/31/23	1	Commission
			8.	Member	Steven Pray	11/1/21	10/31/23	1	Mayor
		3	9.	Member	Chelsey Wright	5/1/22	4/30/24	1	City Council
			10.	Member	Nathaniel Higby	5/1/22	4/30/24	2	Mayor
		3	11.	Member	Alex Mielcarek	5/1/22	4/30/24	1	City Council
			12.	Member	Brett Pepowski	5/1/22	4/30/24	1	Mayor
			13.	Member	Atif Osmani	11/1/22	10/31/24	1	City Council
			14.	Member	VACANT	11/1/22	10/31/24	1	Mayor
		5	15.	Member	Christina Pizaña	11/1/21	10/31/23	1	City Council
			16.	Get Engaged	Lillian M. Williamson	9/1/22	8/31/23	1	Mayor
			17.	Member	Jackson Cooper	5/1/22	4/30/24	1	City Council
			18.	Member	VACANT	11/1/21	10/31/23	1	Mayor
			19.	Member	Victor Loo	11/1/21	10/31/23	2	Commission
			20.	Member	Andrew Ashiofu	5/1/22	4/30/24	1	Commission
		7	21.	Member	Juan Monroy	5/1/22	4/30/24	1	Commission

SELF-IDENTIFIED DIVERSITY CHART

	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial					
Mayor																		
Council																		
Comm																		
Total																		

Key:

- *D List the corresponding *Diversity Chart* number (1 through 9)
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- RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.

**Term begin and end date is fixed and tied to the position and not the appointment date.*



Legislation Text


File #: Appt 02455, **Version:** 1

Appointment of Atif Osmani as member, Seattle LGBTQ Commission, for a term to October 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Atif Osmani</i>		
Board/Commission Name: <i>Seattle LGBTQ Commission</i>		Position Title: <i>Commission Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other:	Date Appointed:	Term of Position: * 11/1/2022 to 10/31/2024 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Downtown Seattle</i>	Zip Code: <i>98101</i>	Contact Phone No.:
Background: <i>Atif Osmani was raised on the north side of Chicago, in the city's South Asian enclave. A majority of his family immigrated to the United States in the 80s, so his ethnic and cultural heritage has always been an important aspect of his identity. He attended the University of Chicago for his undergraduate degree, where he studied Public Policy and specialized in health policy.</i> <i>Atif is excited to join the LGBTQ Commission because he knows inclusive policy is crucial to challenging the inequities experienced by queer people. Community development and inclusivity are two issues that he hopes to address as part of his tenure in the commission. That said, Atif wants to further engage with the community to get a sense of what people care about and try to find solutions where possible. The community comes first and foremost, so he'll do what he can to center them in his work going forward.</i>		
Authorizing Signature (original signature): 	Appointing Signatory: <i>Councilmember Tammy Morales</i> <i>Seattle City Council</i>	

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ATIF OSMANI

EDUCATION

THE UNIVERSITY OF CHICAGO

Bachelor of Arts in Public Policy

Chicago, IL
June 2021

- Specialization in Health Policy
- University of Chicago - Chicago Public Schools Full Tuition Scholarship recipient
- University of Chicago Odyssey Scholar

EXPERIENCE

Microsoft Corporation

Seattle, WA

Product Marketing Manager – Azure ISV Partner/Customer Team

August 2021 – Current

- Co-led creation and launch of Azure SaaS Guide, the team's primary CTA for ISVs interested in building/utilizing Azure.
- Collaborated with MS stakeholders (marketing/engineers/legal) and vendor team to collect, consolidate, and tag hundreds of resources/documents from internal and external channels for the Guide's quiz and library
- Utilized user testing feedback and market research to dictate and provide design feedback for Azure SaaS Guide website and all forms of communications relevant to the tool
- Led GTM plan for Azure SaaS Guide:
 - Worked with colleagues to scope internal/external demand engines, delegated tasks, and consistently updated tracker to evaluate progress and demand engagement
 - Created SaaS Guide messaging and positioning framework (MPF), providing foundation for all marketing assets for tool's promotion and written content piece
 - Wrote newsletter/blogs for SaaS Guide's launch, published on multiple internal engines (PDM community, developer communities, MS tech community), and presented to field communities for awareness
 - Worked with Social teams to utilize Microsoft social channels to evangelize SaaS Guide
 - Cross linked Azure SaaS Guide web banner on multiple Azure.com pages and other Microsoft sites by building relationships with relevant PMMs to gain visibility.
- Manage Azure GTM Evidence program by working with production team and colleagues to produce quality written/video content that highlight Azure cloud success stories
- Assembled Demand Generation Guidance Deck to bolster PMMs to properly utilize created assets post creation and build awareness of Azure success stories.
- Edit written and video drafts to ensure content properly portrays the Microsoft Azure story from a partner/customer lens
- Made video/written content guide to reduce number of overall drafts by building clarity on standards thereby reducing revisions and better meeting deadlines

LEADERSHIP

Out@MCB (LGBTQ Employee Resource Group), Out Takes Organizer

August 2021- Present

- Lead *Out Takes* - a bi-monthly episodic series – where I work with other MSFT employee groups and external speakers/organizations to highlight intersectional queer issues
- Create episode calendar ahead of time with other team members and decide which issue areas we want to discuss
- Work with partners to attain budget, coordinate speaker and tech fees, produce episode layout, and conduct pre-sync meetings to ensure smooth flow during episode live streams.
- Write pre and post event communications.

SKILLS AND INTERESTS

Language: Conversationally fluent in Urdu/Hindi

Computer: Microsoft Suite programs, Adobe InDesign, Bridge, and R programming language

**Term begin and end date is fixed and tied to the position and not the appointment date.*

Seattle Lesbian, Gay, Bisexual, Transgender and Queer Commission

January 2023

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2-year terms:

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Roster:

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			10.	Member	Nathaniel Higby	5/1/22	4/30/24	2	Mayor
		3	11.	Member	Alex Mielcarek	5/1/22	4/30/24	1	City Council
			12.	Member	Brett Pepowski	5/1/22	4/30/24	1	Mayor
			13.	Member	Atif Osmani	11/1/22	10/31/24	1	City Council
			14.	Member	VACANT	11/1/22	10/31/24	1	Mayor
		5	15.	Member	Christina Pizaña	11/1/21	10/31/23	1	City Council
			16.	Get Engaged	Lillian M. Williamson	9/1/22	8/31/23	1	Mayor
			17.	Member	Jackson Cooper	5/1/22	4/30/24	1	City Council
			18.	Member	VACANT	11/1/21	10/31/23	1	Mayor
			19.	Member	Victor Loo	11/1/21	10/31/23	2	Commission
			20.	Member	Andrew Ashiofu	5/1/22	4/30/24	1	Commission
		7	21.	Member	Juan Monroy	5/1/22	4/30/24	1	Commission

SELF-IDENTIFIED DIVERSITY CHART

	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial					
Mayor																		
Council																		
Comm																		
Total																		

Key:

- *D List the corresponding *Diversity Chart* number (1 through 9)
- **G List *gender*, M = Male, F= Female, T= Transgender, U= Unknown
- RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.

**Term begin and end date is fixed and tied to the position and not the appointment date.*



Legislation Text


File #: Appt 02456, **Version:** 1

Appointment of Chelsey Wright as member, Seattle LGBTQ Commission, for a term to April 30, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Chelsey Wright</i>		
Board/Commission Name: <i>Seattle LGBTQ Commission</i>		Position Title: <i>Commission Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other:	Date Appointed:	Term of Position: * 5/1/2022 to 4/30/2024 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Central District</i>	Zip Code: <i>98144</i>	Contact Phone No.:
Background: <i>CS Wright is the Director of Operations at the Alliance for Gun Responsibility; a local nonprofit working to reduce gun violence among our communities. They have a deep passion for wanting to organize social movements through their operations work - a gap they see in many movements. In their free time, they can be found advocating for trans athletes in college/professional sports, fighting for immigration rights and advocating for adoptees. CS is also a current board member of Adoptees United, a non-profit representing the interests of all adoptees, whether domestic, inter-country, transracial or former foster youth. CS is excited to add to work that the commission is doing in housing and community safety.</i>		
Authorizing Signature (original signature): 		Appointing Signatory: <i>Councilmember Tammy Morales</i> <i>Seattle City Council</i>

**Term begin and end date is fixed and tied to the position and not the appointment date.*

Chelsey Wright

Career Summary

Focused Operations Manager bringing 12 years of experience in day-to-day non-profit operations management. Adept at liaising with board members and staff, stakeholders to build rapport and drive retention. Ready to apply demonstrated ability to streamline processes to increase efficiency and reduce costs. Focused on promoting collaborative environments and productivity across the organization. Advanced knowledge of nonprofits (Including C3 and C4 nonprofits).

Career Accomplishments

- Slashed operational costs during COVID by 30% for the Alliance for Gun Responsibility
- Created a full sales training program for Silvaris
- Slashed overpayments by 50% for R90 Lighting
- Increased marketing ventures for Synergy Specialists by 20%

Work Experience

Movement Law Lab

Seattle, WA

Operations Manager
(Feb 2022 - Present)

Movement Law Lab is building a sector of legal organizations and lawyers with the expertise and capacity to work alongside organized communities and progressive social movements fighting for social change. Our goal is to launch, build, and steward a new generation of dynamic, collaborative and versatile legal organizations with the know-how and expertise to use law to transform our world.

- Virtual Office Administration & Operations
- Staff Administration - help on-board new staff and assist leadership team with hiring process
- Finance Administration
- Administrative Support to Planning & Reporting - Support in Strategic Planning and Annual Budget
- Training / Event Planning Oversight

Alliance for Gun Responsibility

Seattle, WA

Office & Administrative Specialist
(Aug 2019 - Feb 2022)

- Operational Support
 - a. Support a team of 9 full time staff, including assisting our bookkeeper with payroll, salary increases, and reimbursements
 - b. Heavy calendar scheduling and Direct assistant for CEO
 - c. Lobbyist reporting
 - d. Full Finance/ Budget Support State/Federal Taxes, Annual Audit Coordination
 - e. Benefits Coordinator including Health, Retirement and HR duties
- Board of Directors Support
 - a. Board management of a C3 and C4 Board + 4 committees
 - b. Managed board development and DEI training for both Boards and Staff
- Major Accomplishments
 - a. Streamlined accounting processes
 - b. Organized a better workflow for employees so that information was submitted on time
 - c. Re-Built our intern/fellowship program to be more robust and competitive

**Term begin and end date is fixed and tied to the position and not the appointment date.*

Silvaris Corporation

Seattle, WA

Sales & Marketing Coordinator

(March 2018 - Aug 2019)

- Efficient Sales Support Manager - supporting over 30 Sales Traders
- Promoted to Sales and Marketing Coordinator within 6 months
 - Complete management of recruitment, training and trader development
- Major Accomplishments
 - Created a Training Program
 - Charged with developing protocol around hiring new Sales Traders
 - In charge of development for the Trader Mentorship program to increase sales skills and train new traders

Synergy Specialist

Remote

Logistics Coordinator

(April 2017 - March 2018)

- Heavy scheduling management for over 100+ dental offices
- Major Accomplishments
 - Integral to their partnership with Delta Dental by providing feedback on benefits of hiring a traveling specialist
 - Integral in maximizing our income by creating a better organization of where specialists were going to be and booking in close surrounding areas to maximize the specialists' time.

San Diego County Dental Society

San Diego, CA

Media Coordinator

(April 2016 - Jan 2017)

- I was in charge of all the marketing and advertising ventures for the Dental Society. Most of my work revolved around print ads as well as helping to put together the quarterly print newsletter that was sent out to over 500+ dentists across San Diego.
- Major Accomplishment: I increased member attendance to continuing educational courses by 20% and increased the pay structure for advertisements that we sold to outside organizations. I also helped to increase board member involvement on 3 different committees.

Golden Shine Cleaning Agency

San Diego, CA

Office Manager

(June 2014 - April 2016)

- I supervised the sales floor for the cleaning company, trained new sales employees and managed the calendars of 75+ cleaners for the San Diego area. I was also in charge of window cleaners in the Arizona and Portland markets
- Major Accomplishment: I was in charge of the Arizona market and turned the failing marketing into a market that was in the green in the first 3 months of me supervising. I was able to help increase Christmas Light installations in San Diego and landed one of the largest window cleanings in our Los Angeles Market.

Education

2014-2016: Capella University - Graduate Program - MS in Psychology (Honors)

2010-2014: Capella University - BS in Psychology (Summa cum Laude)

Extracurricular / Volunteer Work

- **Lambert House (Oct 2018 - Present):** On-site volunteer for the drop-in center working with LGBTQ youth in the community.
- **Asian Solidarity Collective (Jan 2020 - Present):** Volunteer working to undo racism and build Asian-Black solidarity and solidarity with other QT/POC communities in San Diego
- **Advocating for Adoptee Rights (Jan 2021-Present):** I have done phone banking and letter writing to help advance the Adoptee Citizenship Act.
- **Adoptees United Board Member (Feb 2021 - Present):** Board member advocating for Adoptee rights

**Term begin and end date is fixed and tied to the position and not the appointment date.*

Seattle Lesbian, Gay, Bisexual, Transgender and Queer Commission

January 2023

Members: Pursuant to SMC 3.14.920, all members subject to City Council confirmation,
2-year terms:

- 8 City Council-appointed
- 9 Mayor-appointed
- 4 Other Appointing Authority-appointed: Commission-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Member	VACANT	5/1/21	4/30/23	1	City Council
			2.	Member	VACANT	5/1/21	4/30/23	1	Mayor
			3.	Member	VACANT	5/1/21	4/30/23	1	City Council
			4.	Member	VACANT	5/1/21	4/30/23	1	Mayor
			5.	Member	VACANT	5/1/21	4/30/23	1	City Council
			6.	Member	VACANT	11/1/21	10/31/23	1	Mayor
			7.	Member	VACANT	11/1/21	10/31/23	1	Commission
			8.	Member	Steven Pray	11/1/21	10/31/23	1	Mayor
		3	9.	Member	Chelsey Wright	5/1/22	4/30/24	1	City Council
			10.	Member	Nathaniel Higby	5/1/22	4/30/24	2	Mayor
		3	11.	Member	Alex Mielcarek	5/1/22	4/30/24	1	City Council
			12.	Member	Brett Pepowski	5/1/22	4/30/24	1	Mayor
			13.	Member	Atif Osmani	11/1/22	10/31/24	1	City Council
			14.	Member	VACANT	11/1/22	10/31/24	1	Mayor
		5	15.	Member	Christina Pizaña	11/1/21	10/31/23	1	City Council
			16.	Get Engaged	Lillian M. Williamson	9/1/22	8/31/23	1	Mayor
			17.	Member	Jackson Cooper	5/1/22	4/30/24	1	City Council
			18.	Member	VACANT	11/1/21	10/31/23	1	Mayor
			19.	Member	Victor Loo	11/1/21	10/31/23	2	Commission
			20.	Member	Andrew Ashiofu	5/1/22	4/30/24	1	Commission
		7	21.	Member	Juan Monroy	5/1/22	4/30/24	1	Commission

SELF-IDENTIFIED DIVERSITY CHART

	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial					
Mayor																		
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Key:

- *D List the corresponding *Diversity Chart* number (1 through 9)
- **G List *gender*, M = Male, F= Female, T= Transgender, U= Unknown
- RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.

**Term begin and end date is fixed and tied to the position and not the appointment date.*



Legislation Text

File #: Appt 02457, **Version:** 1

Reappointment of Pasqual Contreras as member, Board of Parks and Recreation Commissioners, for a term to March 31, 2026.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Pasqual Contreras</i>		
Board/Commission Name: <i>Board of Parks and Recreation Commissioners</i>		Position Title: <i>At-Large Position 3</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 4/1/2023 to 3/31/2026 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: Judkins	Zip Code: 98144	Contact Phone No.:
Background: Pasqual grew up Mexican-American in Central California, where he found the neighborhood suffered from a lack of investment in open areas and trees. He and his family would travel great distances to find outdoor areas. He moved to the Pacific Northwest for the abundance of green spaces and outdoor activities. He has a Bachelor’s in Business and a graduate degree in Real Estate and Urban Development. As a recent and first-time homeowner here in Seattle, the neighborhood parks here have been a god send during the pandemic. They have provided much needed access to the outdoors, a place to find solace, and opportunities to exercise with his dog. Pasqual was originally appointed to this position in March of 2022. This reappointment will constitute his first full term on the Board of Parks and Recreation Commissioners.		
Authorizing Signature (original signature):  Date Signed (appointed): 1/24/2022	Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>	

*Term begin and end date is fixed and tied to the position and not the appointment date.

Pasqual Contreras

11/1/2021

Kshama Sawant, et.al.,
PO Box 34025
Seattle, WA 98124-4025

RE: Available Commissioner position – Seattle Board of Parks and Recreation

Greetings all,

I'd like to submit my application for the Board of Commission position for District 3 for the Seattle Board of Parks and Recreation. My resume is attached with my application.

Growing up as a Mexican-American in Central California, I found that our neighborhood suffered from a lack of investment in street trees, and open areas. We would travel great distances to find outdoor areas. When it came time for college, I chose the Pacific Northwest for the abundance of green spaces, and outdoor activities. While in college, I completed my BA with a focus in Business Administration, and later, graduate degrees in Real Estate and Urban Development and Design. More recently, I moved from Portland to Seattle in 2017, and now work as a Project Manager in Commercial Construction and Portfolio Management.

As a recent and first time homeowner here in the Central City, the neighborhood parks here have been a god send during the pandemic. They have provided much needed access to the outdoors, a place to find solace, and opportunities to exercise with my dog. I have also taken sailing and rowing classes at Mt. Baker Rowing club. And during this time, I have also watched the concerted efforts by the parks department to maintain these important outdoor amenities and programs. Recognizing the need for more involvement, I believe it is my time to do more and volunteer my time for the Board.

With my career and education, I believe I can bring new energy to this Board, and help with initiatives, improve facilities and preserve the current offerings, thereby increasing access for all Seattleites.

Thank you in advance for your consideration. I'm eager to hear more about this process.

Kind regards,



Pasqual Contreras

Pasqual Contreras

SUMMARY

Highly effective Project Manager with 10+ years of experience in commercial, and residential development and construction. Lead PM for 350+ post occupancy tenant improvement projects with a total value of \$35M as an Owner's Representative for a leading high touch e-commerce client. Extensive background in Residential and Land Development, overseeing 10 blended income communities, 950 shovel-ready lots, and over 250 custom and green built homes. Experienced in acquisition & disposition, budgeting, team management, and value engineering. Articulate communicator, capable of interfacing with a diverse group of internal and external stakeholders.

EXPERIENCE

Project Manager I | Cumming Corporation | 11/2018 to present

- Acting on behalf of Amazon's Global Real Estate and Facilities group, successfully completed 350+ 2nd generation TI projects at both Amazon owned and leased Class-A office and warehouse buildings in Seattle/ Bellevue.
- Located inefficiencies in design and concept, condensed project delivery timelines, and provided stopgap measures to alleviate work stoppage for the client, while also providing approximately in \$635K in direct savings.
- Assigned increasingly complex projects, starting with FF&E and system furniture reconfiguration, to organizational restacks. Recently relocated to Agile and Refresh teams. Current projects: Build out of a professional broadcast studio (\$2.4M), relocation of a heavy machinery lab (\$700K), and a 12-story amenity area remodel (\$14M).
- Evaluated each assigned project to develop scope, assessed existing BOD, developed budgets, schedules, and risk assessments for Finance and GREF approval. Managed RFP and bidding process, finances, timelines, and close out documentation via Dunning letters. Consistently maintained exceptional annual performance metrics.
- Completed expedited, high visibility, critical, and confidential projects for director and C-Level partners. Engaged directly with decision makers, leveraged past projects and shared knowledge bases to set expectations.

Project Manager | Toll Brothers, Inc. | 5/2017 to 11/2018

- Customer facing on-site project manager responsible for \$54M budget, 3 communities, and 156 homes with minimal oversight. Lead sales, marketing, and construction teams with the goal of minimizing build timelines, improving customer experience and maintaining profits.
- Sole POC for buyer to select upgrades and finishes for luxury homes with an average price point of \$1.5M. Contracted subs for all options, and lead closing teams consisting of title, mortgage, and agents.
- Maintained construction templates, and schedules through BuildPro and Toll's proprietary software. Created and submitted permits packages, and scheduled inspections. Lead on-site vendors and subcontractor contracts. Taught weekly on-site safety courses, and maintained a reporting system for any safety violations.
- Created long and short term financial budgets for each community, profit projections, and maintained financial records for annual internal audits.

Client Relationship Manager | Urban Northwest Homes | Vancouver, WA | 7/2016 to 5/2017

- Interfaced with buyers from contract signing to closing, directly responsible for managing selections process for 90+ semi-custom green built homes. Provided a hands-on experience for all buyers, and monitored permits, build, and projected closings.
- Lead the Third Party Certification process through the National Green Building Standard and Energy Star programs, identified rebates, and lead national discussions on home construction.
- Tracked customer input to determine friction points, shared detailed reporting with senior leadership to drive continuous improvements, which contributed to positive survey responses, and improved online reviews.

Planning & Development Manager | Urban Northwest Homes, LLC | Vancouver, WA | 7/2013-7/2016

- Coordinated purchases of vacant land and bank owned properties with Investors throughout SW Washington. Determined on site infrastructure to meet Green Building Standards, and minimize environmental impacts. Managed permitting processes for both local, state, and federal agencies.
- Created and managed Homeowner Associations. Built 7 subdivisions with 750 residential lots, which were built by the company's new construction division.
- Attained a WA state CESCL certification, and permitted an NPDES for each community, and developed SWPPPs. Monitored, and inspected outfalls, tested water quality, and recorded monthly findings through the WA Dept. of Ecology portal.

Asst. Project Coordinator | Portland Development Commission | 2/2008 to 7/2009

- Acquisition/Disposition of Old Town/ Chinatown residential apartment buildings to maintain and increase the number of affordable housing units in the Central City. Assisted PM on the Lents URA and OT/CT URA Community and Commercial Redevelopment Strategies.
- Created a branding and marketing trade show campaign to showcase the impact of the Economic Development Agency on the region, and highlight recent successes, and recruit national and international investment.
- Participated in a 4 person cross departmental group to develop a short and long term funding strategy for public-private partnerships and tax increment financing investments. Interviewed a range of stakeholders, completed research and provided a short list of shovel ready projects that would yield the greatest regional impact. This effort lead the agency's investment during the 2008-2010 Recession.

TECHNOLOGY

- **Development:** Yardi, Google Apps, IDX Broker, Podio, Builder Trend
- **Design:** Adobe Suite (Photoshop, Indesign, Acrobat), Bluebeam
- **Office:** Microsoft Office Suite 2019 (Access, Excel, Outlook, Project Management, Word), Google App Suite

EDUCATION

MASTERS OF URBAN DEVELOPMENT AND DESIGN | UNIVERSITY OF NEW SOUTH WALES, SYDNEY | 2009 – 2011

Collaborative Master Planning and Design Studios:

- Long Range Planning - City of Alcobendas, City of Madrid in partnership with the Fundación Metropoli
- 2020 UNSW Long Range Planning, Harold Park Paceway Site Design

GRADUATE CERTIFICATE: REAL ESTATE DEVELOPMENT | PORTLAND STATE UNIVERSITY | 2006 – 2008

- Internship – Portland Development Commission - 2007

BACHELORS OF ARTS, SOCIAL SCIENCE | PORTLAND STATE UNIVERSITY | 2002 – 2006

- Minor: Business Administration, Phi Kappa Phi – National Honor Society

INDUSTRY VOLUNTEERISM

- 2015-2017 – Member – Business and Industry Association of Vancouver, Green Building Council
- 2016 – Member – City of Vancouver, Affordable Housing Task Force

ACCREDITATIONS

- 2020 – Project Management Professional (PMP) – PMI Coursework (40 hrs. completed)
- 2019 – Occupational Safety and Health Administration – 10 Hour
- 2015-2018 – Certified Erosion & Sediment Control Lead – Washington State Department of Ecology

BOARD OF PARKS AND RECREATION COMMISSIONERS

15 Members: Pursuant to *Ordinance 126325*, all members subject to City Council confirmation, 3-year terms:

- 7 City Council-appointed
- 8 Mayor-appointed
- # Other Appointing Authority-appointed (specify):

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	5	1.	At-Large	Jessica Farmer	4/1/21	3/31/24	2	Mayor
			2.	At-Large	Vacant	4/1/19	3/31/22		Mayor
			3.	At-Large	Vacant	4/1/19	3/31/22		Mayor
3	M	3	4.	At-Large	Pasqual Contreras	4/1/23	3/31/26	1	Mayor
1	M	7	5.	Get Engaged	Phillip Meng	9/1/21	8/31/22	1	Mayor
			6.	Commission Seat	Vacant	4/1/21	3/31/24		Mayor
			7.	Commission Seat	Vacant	4/1/20	3/31/23		Mayor
			8.	Commission Seat	Vacant	4/1/21	3/31/24		Mayor
7	M	1	9.	City Council Dist. 1	Justin Umagat	4/1/21	3/31/24	1	City Council
			10.	City Council Dist. 2	Vacant	4/1/19	3/31/22		City Council
	M	3	11.	City Council Dist. 3	Marlon Dylan Herrera	4/1/21	3/31/24	2	City Council
			12.	City Council Dist. 4	Vacant	4/1/20	3/31/23		City Council
	M	5	13.	City Council Dist. 5	Sean Watts	4/1/20	3/31/23	2	City Council
6	F	6	14.	City Council Dist. 6	Amy Brockhaus	4/1/22	3/31/25	1	City Council
2	M	7	15.	City Council Dist. 7	Stafford Mays	4/1/22	3/31/25	1	City Council

SELF-IDENTIFIED DIVERSITY CHART (1) (2) (3) (4) (5) (6) (7) (8) (9)

	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor													
Council													
Other													
Total													

Key:

- *D List the corresponding *Diversity Chart* number (1 through 9)
 - **G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary O= Other U= Unknown
 - RD Residential Council District number 1 through 7 or N/A
- Diversity information is self-identified and is voluntary.*



Legislation Text

File #: Appt 02458, **Version:** 1

Appointment of Joshua Seyfried as member, Board of Parks and Recreation Commissioners, for a term to March 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Joshua Seyfried</i>		
Board/Commission Name: <i>Board of Parks and Recreation Commissioners</i>		Position Title: <i>At-Large – Position #2</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 4/1/2022 to 3/31/2025 <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: Ballard	Zip Code: 98107	Contact Phone No.: [REDACTED]
Background: A landscape architect by trade, Joshua’s interest in parks and open spaces range from the professional to the deeply personal. “Parks are ever increasingly becoming places of demonstration, places of community expression, places of safety and refuge, and places for the proliferation of nature in otherwise hard and urban conditions,” he writes. In the short time Joshua has lived in the Northwest, he has learned to love his own slice of the refuge that Seattle’s park system offers, be it “cycling through Discovery Park, strolling along the Central Waterfront or Alki Beach” or simply taking in the city views. Joshua is looking forward to bringing his professional experience and expertise to the deliberations of the Board of Parks and Recreation Commissioners. He is humbled and honored to have the opportunity to represent Seattleites from all across the city.		
Authorizing Signature (original signature): <i>Bruce C. Harrell</i> Date Signed (appointed): 2/6/2023		Appointing Signatory: <i>Bruce Harrell</i> <i>Mayor of Seattle</i>

*Term begin and end date is fixed and tied to the position and not the appointment date.



Joshua Seyfried PLA

Senior Associate, GGN

Joshua Seyfried is a landscape architect and urban designer with a passion for large scale, transformative projects in the public realm. His design interests are rooted in the urban environment with an eye toward advancing understanding of complex urban ecologies. These interests, along with a keen eye for developing multi-faceted framework plans and navigating complex problems, have allowed Joshua to successfully foster the design and delivery of projects both nationally and abroad. Joshua received his MLA from the University of Pennsylvania and a BLA from Michigan State University.

Registration

Landscape Architect
New York

Selected Awards

2017 ASLA Landscape Architecture Firm Award

Affiliations

Landscape Architecture Alumni Advisory Board
Member, Michigan State University

American Society of Landscape Architects

Selected Projects

Longfellow Lusk, San Diego, CA

Project Lead

ACST-Bellevue, Bellevue, WA

Project Lead

Selected Projects at Previous Firms

Seaport Square Master Plan, Boston, MA

Project Lead

The Rocks at Harbor Way, Boston, MA

Project Lead

SKP Chengdu, Chengdu, China

Project Lead

Stadio Franchi + Campo di Marte Nord Competition, Florence, Italy

Project Lead

Changi Airport Terminal 5, Singapore

Project Lead

West Kowloon XRL Development, Hong Kong

Project Lead

High Line 18th Street Plaza, New York, NY

Project Designer

Detroit West Riverfront Park Competition, Detroit, MI

Project Designer

Crescent Bar On & Off-Island Masterplan, Quincy, WA

Project Designer

Chinook Park, Quincy, WA

Project Designer

BOARD OF PARKS AND RECREATION COMMISSIONERS

15 Members: Pursuant to *Ordinance 126325*, all members subject to City Council confirmation, 3-year terms:

- 7 City Council-appointed
- 8 Mayor-appointed
- # Other Appointing Authority-appointed (specify):

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	5	1.	At-Large	Jessica Farmer	4/1/21	3/31/24	2	Mayor
6	M	6	2.	At-Large	Joshua Seyfried	4/1/22	3/31/25	1	Mayor
			3.	At-Large	Vacant	4/1/19	3/31/22		Mayor
3	M	3	4.	At-Large	Pasqual Contreras	4/1/20	3/31/23	1	Mayor
1	M	7	5.	Get Engaged	Phillip Meng	9/1/22	8/31/23	1	Mayor
			6.	Commission Seat	Vacant	4/1/21	3/31/24		Mayor
			7.	Commission Seat	Vacant	4/1/20	3/31/23		Mayor
			8.	Commission Seat	Vacant	4/1/21	3/31/24		Mayor
7	M	1	9.	City Council Dist. 1	Justin Umagat	4/1/21	3/31/24	1	City Council
2	F	2	10.	City Council Dist. 2	Andrea A. Stuart-Lehalle	4/1/22	3/31/25	1	City Council
	M	3	11.	City Council Dist. 3	Marlon Dylan Herrera	4/1/21	3/31/24	2	City Council
			12.	City Council Dist. 4	Vacant	4/1/20	3/31/23		City Council
	M	5	13.	City Council Dist. 5	Sean Watts	4/1/20	3/31/23	2	City Council
6	F	6	14.	City Council Dist. 6	Amy Brockhaus	4/1/22	3/31/25	1	City Council
2	M	7	15.	City Council Dist. 7	Stafford Mays	4/1/22	3/31/25	1	City Council

SELF-IDENTIFIED DIVERSITY CHART

					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor													
Council													
Other													
Total													

Key:

- *D List the corresponding *Diversity Chart* number (1 through 9)
 - **G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary O= Other U= Unknown
 - RD Residential Council District number 1 through 7 or N/A
- Diversity information is self-identified and is voluntary.*



Legislation Text

File #: Appt 02459, **Version:** 1

Appointment of Andrea A. Stuart-Lehalle as member, Board of Parks and Recreation Commissioners, for a term to March 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Andrea A. Stuart-Lehalle		
Board/Commission Name: Board of Parks and Recreation Commissioners		Position Title: City Council District 2 – Position #10
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 4/1/2022 to 3/31/2025 <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: Rainier Beach	Zip Code: 98178	Contact Phone No.: [REDACTED]
Background: Andrea grew up enjoying the parks and open spaces of her native Maryland. During the COVID-19 pandemic, she and her family found refuge, respite, love, and joy in the parks and playgrounds of Seattle. She writes, “These spaces are essential to my family, and thousands of others in Seattle, in order to connect, learn, relax and thrive. As Seattle continues to grow and equity and access for all are continually challenged, I see the Seattle Parks & Recreation Board of Commissioners uniquely positioned to support and make decisions that can ensuring equity and improve access to natural spaces and growth experiences for youth and folks and off all ages. There is an opportunity to create real impact around how all families can thrive in Seattle.” Andrea holds her B.F.A. from New York University. In addition to her position as Chief of Staff to the Chief Safety Officer of Sound Transit, she has served in a variety of roles in music and visual arts in the PNW, including on the Board of Washington Filmworks and as the Director of the Seattle Black Film Festival. She speaks five languages (English, French, Czech, Spanish, and Swedish).		
Authorizing Signature (original signature):  Date Signed (appointed): 02/06/2023		Appointing Signatory: Andrew Lewis Seattle City Councilmember

*Term begin and end date is fixed and tied to the position and not the appointment date.

Andrea A. Stuart-Lehalle

pronouns: She/her/hers

Overview

Executive leader with 20 years' experience building high-performance teams and advancing equity and the transformative power of the arts. Proven ability to leverage communications, influence and relationships to achieve strategic goals and create an environment of psychological safety to enhance team and organizational success.

Strengths

- Arts and Media leadership
- Equity and Inclusion leadership
- Impeccable oral, written communication
- Partnerships and Relationship management
- Change management and process improvement
- Mentorship and public speaking

Experience

Sound Transit, Seattle, WA / Chief of Staff - Safety

2021 - Present

- Strategic right-hand to Chief Safety Officer leading department staff of 60 employees
- Lead department strategic planning and deployment of initiatives, DEI goal development, management
- Manage department administrative staff including all policies, documents, \$50M annual budget

2018 - 2021, Video Manager

- Managed award-winning, metrics-driven video program, budget and staff, implemented accessibility

2015 - 2018, Video Production Supervisor

- Transformed video production program output, producing video assets to support agency mission

Seattle Black Film Festival, Seattle, WA / Festival Director

2018 - 2022

- Contract production of the annual international film festival as a program of LANGSTON 501(c)(3) Leading annual call for work of several hundred films, jury process and official selection

2016 - 2018, Consulting Producer

- Communications and Marketing consultant providing strategic communications and engagement support

Washington Filmworks 501(c)(6) / Board Member

2020 - Present

- Governor-appointed Board member for the non-profit managing the \$15 Million state Motion Picture Incentive program and equity-centered resources, programs and initiatives.

Art Park Productions, Paris, France / Creative director

2005-2014

- Built and led brand serving luxury brands and the Paris Philharmonic, established best practices
- Led the production of hundreds of communications tools for web, tv; music videos, documentaries, shorts

Self Employed, Europe, US, Brazil / Professional musician, DJ and MC

2001- Present

- 20+ years radio, club and party DJ and MC, author of lyrics and melodies for artists on three continents
- 13 years as a independent music group leader and co-producer; composing, recording and releasing 3 albums, touring Europe and the US and distributing music independently

Education

New York University, Tisch School of the Arts Maurice Kanbar Institute of Film and Television / 2000

- B.F.A. in Film and Television, second major in Linguistics and Languages

Arts Residencies

- Film Fabrik International Filmmaker Residency, 2004 France, 2009 Czech Republic, 2011 Finland
- Schmiede Arts and Media Exchange, Austria 2006, 2007, 2008
- Red Bull Music Academy participant, representing the Czech Republic, Seattle 2005

Leadership Experience

- Chair, BEST (Blacks Empowering Success in Transit) Sound Transit agency Employee Group, 2020-2021
- District 2 champion, Club President, and VP of Public Relations - ST Sound Speakers Toastmasters Club, 2019
- Management Excellence Program (MEP), 100+ hour intensive leadership development program 2016
- Languages: French and Czech (fluent), Spanish & Swedish (basic conversation)

REFERENCES AVAILABLE UPON REQUEST

BOARD OF PARKS AND RECREATION COMMISSIONERS

15 Members: Pursuant to *Ordinance 126325*, all members subject to City Council confirmation, 3-year terms:

- 7 City Council-appointed
- 8 Mayor-appointed
- # Other Appointing Authority-appointed (specify):

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	5	1.	At-Large	Jessica Farmer	4/1/21	3/31/24	2	Mayor
6	M	6	2.	At-Large	Joshua Seyfried	4/1/22	3/31/25	1	Mayor
			3.	At-Large	Vacant	4/1/19	3/31/22		Mayor
3	M	3	4.	At-Large	Pasqual Contreras	4/1/20	3/31/23	1	Mayor
1	M	7	5.	Get Engaged	Phillip Meng	9/1/22	8/31/23	1	Mayor
			6.	Commission Seat	Vacant	4/1/21	3/31/24		Mayor
			7.	Commission Seat	Vacant	4/1/20	3/31/23		Mayor
			8.	Commission Seat	Vacant	4/1/21	3/31/24		Mayor
7	M	1	9.	City Council Dist. 1	Justin Umagat	4/1/21	3/31/24	1	City Council
2	F	2	10.	City Council Dist. 2	Andrea A. Stuart-Lehalle	4/1/22	3/31/25	1	City Council
	M	3	11.	City Council Dist. 3	Marlon Dylan Herrera	4/1/21	3/31/24	2	City Council
			12.	City Council Dist. 4	Vacant	4/1/20	3/31/23		City Council
	M	5	13.	City Council Dist. 5	Sean Watts	4/1/20	3/31/23	2	City Council
6	F	6	14.	City Council Dist. 6	Amy Brockhaus	4/1/22	3/31/25	1	City Council
2	M	7	15.	City Council Dist. 7	Stafford Mays	4/1/22	3/31/25	1	City Council

SELF-IDENTIFIED DIVERSITY CHART

	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial					
Mayor																		
Council																		
Other																		
Total																		

Key:

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- RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.



Legislation Text

File #: CF 314514, **Version:** 1

2023 State of the City Address delivered by Mayor Bruce Harrell on February 21, 2023.



Legislation Text

File #: CB 120511, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to human rights; including protections against discrimination based on an individual's caste; making technical amendments; and amending Sections 3.14.910, 3.14.931, 3.110.260, 4.80.020, 5.30.020, 6.02.270, 6.202.230, 14.04.020, 14.04.030, 14.04.040, 14.06.020, 14.06.030, 14.08.015, 14.08.020, 14.08.045, 14.08.070, 14.08.190, 14.10.010, 14.10.020, 14.11.020, and 18.12.280 of the Seattle Municipal Code.

WHEREAS, caste is a system of rigid social stratification characterized by hereditary status, endogamy, and social barriers sanctioned by custom, law, or religion; and

WHEREAS, caste discrimination is based on birth and descent, and occurs in the form of social segregation, physical and psychological abuse, and violence; and

WHEREAS, caste discrimination manifests in employment, education, and housing; and

WHEREAS, in 2016, the United Nations Special Rapporteur on minority issues stated that at least 250 million people worldwide still face “appalling and dehumanizing discrimination based on caste and similar systems of inherited status,” and during a presentation of the first comprehensive report on caste-based discrimination in 2016 to the United Nations Human Rights Council, the Rapporteur described caste-based discrimination as “a global problem,” and that “caste-based discrimination and violence goes against the basic principles of universal human dignity and equality, as it differentiates between ‘inferior’ and ‘superior’ categories of individuals, which is unacceptable”; and

WHEREAS, the majority of the affected communities live in or originate from South Asia, including India, Nepal, Sri Lanka, Bangladesh, and Pakistan, where many are known by the self-chosen identity of “Dalits,” which means “those who have been broken but are resilient” and others are indigenous or

indentured community members; and

WHEREAS, similarly affected groups are also found in or originate from elsewhere in Asia, Africa, the Middle East, the Pacific region, and various diaspora communities, and caste is found in communities of religious practice among South Asians in America; and

WHEREAS, the United Nations Special Rapporteur on minority issues has also stated that “[t]he term ‘caste’ refers to a strict hierarchical social system that is often based on the notions of purity and pollution, in which individuals placed at the bottom of the system may face exclusion and discrimination in a wide range of areas. The concept of ‘caste system’ is primarily associated with the South Asian region, where its existence is linked to the religiously sanctioned social structure of Hinduism, which identified four original and endogamous groups, or castes, called varnas. ... At present, the term ‘caste’ has broadened in meaning, transcending religious affiliation. Caste and caste-like systems may be based on either a religious or a secular background and can be found within diverse religious and/or ethnic groups in all geographical regions, including within diaspora communities”; and

WHEREAS, in an editorial published May 25, 2021, in *The New York Times*, Professors Paula Chakravartty and Ajantha Subramanian wrote that “oppressed castes in the United States are doubly disadvantaged- by caste and race. Making caste a protected category under federal law will allow for the recognition of this double disadvantage”; further writing that to “protect oppressed castes in the United States, we have to be willing to insist that civil rights extend to communities whose oppression is still hidden”; and

WHEREAS, caste is found significantly among South Asian Americans-data from Equality Labs, a Dalit civil rights organization dedicated to ending caste apartheid, gender-based violence, Islamophobia, white supremacy, and religious intolerance, has found that one in four caste-oppressed people faced physical and verbal assault, one in three face education discrimination, and two in three face workplace discrimination; and

WHEREAS, the Ambedkar King Study Circle, an organization that aims to challenge caste, class, race, gender

and religious oppression and oppressors on ideological, political and social fronts, collected testimonies that found that caste is present and practiced in many industries, neighborhoods, and corporate and educational networks, and has had social, economic, and psychological impacts on individuals; and

WHEREAS, caste is found in many industries and is a grave contributor to workplace discrimination and bias; individuals in industries like technology, construction, restaurant, domestic work and other employment sectors have faced caste discrimination, harassment, bias, wage theft, and even trafficking; and

WHEREAS, in 2001, federal law enforcement officials convicted Lakireddy Bali Reddy, an upper-caste South Asian American-then one of Berkeley, California's richest landlords with over a thousand rental properties worth tens of millions of dollars-and his family members of trafficking multiple Dalit minor girls and young women from India and subjecting them to sexual servitude and labor exploitation in the United States; and

WHEREAS, in December 2019, Brandeis University announced a first-in-the-nation policy adding caste to its campus-wide non-discrimination and harassment policy; and

WHEREAS, in announcing the policy, Brandeis University president Ron Liebowitz said that "since caste identity is so intertwined with many of the legally recognized and protected characteristics, discrimination based on a person's caste is effectively the same. Going forward, the Office of Equal Opportunity will oversee issues and complaints of discrimination related to caste brought forward by members of the Brandeis community, just as it does for other types of discrimination"; and

WHEREAS, in January 2020, California State University-the largest four-year public university system in the United States-added caste as a protected category in its systemwide anti-discrimination policy across all its 23 campuses, which was a groundbreaking decision in response to a large multi-caste, inter-faith movement of students and faculty; and

WHEREAS, in October 2022, the California Department of Fair Employment and Housing won an appeals court ruling to proceed with a lawsuit alleging that a Dalit engineer at Cisco Systems-a multibillion-

dollar tech conglomerate-was actively targeted by his dominant-caste managers, and denied professional opportunities, a raise and promotions because of his caste background. In their report published July 14, 2020, *The New York Times* wrote that the “technology giant got away with ignoring the persistent caste discrimination because American laws don’t yet recognize caste discrimination as a valid form of exclusion,” allowing companies to operate “in willful ignorance of the terrifying realities of caste”; and

WHEREAS, the Alphabet Workers Union (AWU-CWA Local 1400), representing over 1,100 workers at Alphabet (the parent company of tech giant Google) has said, “Caste-oppressed workers face many barriers throughout the tech industry, including at Alphabet. Caste is a system of oppression analogous to racial discrimination and is rampant throughout many American institutions. We support tech workers around the world who are speaking up about casteism and hostile workplaces”; and

WHEREAS, the Alphabet Workers Union has also called for caste to be recognized as a protected class by the U.S. government and be included in anti-harassment policies in the tech industry, saying that the “fight for the civil rights of caste-oppressed people is a workers’ fight”; and

WHEREAS, the Asian Pacific American Labor Alliance (APALA), AFL-CIO, “the first and only national organization of Asian American and Pacific Islander (AAPI) workers, most of whom are union members” that has helped address “the workplace issues of the 660,000 AAPI union members” and serve “as the bridge between the broader labor movement and the AAPI community” have declared that they are “committed to providing an environment free from discrimination and harassment, regardless of an individual’s race, ethnicity, religion, color, sex, age, national origin, caste or perceived caste, sexual orientation, disability, gender identity or expression, ancestry, pregnancy, or any other characteristic prohibited by law”; and

WHEREAS, the NAACP passed a resolution in 2021, resolving that the organization “stands opposed to the practices of caste systems in the United States of America,” and that the NAACP “will educate all of our Members and Units to become even better educated in the practices of the caste system and take

necessary actions to expose and end such practices and work to repair the damages already done”; and WHEREAS, consistent with the guidance of the U.S. Department of Justice, Civil Rights Division’s interpretation of Title VI of the Civil Rights Act to include a prohibition against discrimination based on actual or perceived shared ancestry or citizenship in a country whose residents share a dominate religion or distinct religious identity, The City of Seattle prohibits discrimination and harassment based on race, color, ancestry, religion, creed, and national origin; and

WHEREAS, caste identity is inextricably intertwined with those legally recognized protected characteristics such that discrimination based on one’s caste is effectively discrimination based on an amalgamation of the legally protected characteristics; and

WHEREAS, in 2020, the U.S. Census data found that the State of Washington is home to more than 167,000 people from the South Asian diaspora, largely concentrated in the Greater Seattle area, and show that the South Asian population is the fastest growing major ethnic group in Seattle; and

WHEREAS, The City of Seattle is committed to recognizing the dignity of all its residents, workers, and visitors, including the right to reside, work, and visit a city that does not subject them to prejudicial treatment or discrimination; and

WHEREAS, several years of ordinances adding protected classes in Seattle accidentally overlooked the list of protected classes in Seattle in Seattle Municipal Code Section 5.30.020, and the best way to ensure this list is no longer overlooked is to refer its list of protected classes to Seattle Municipal Code Section 14.06.020’s list, which is amended by this ordinance; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Section 3.14.910 of the Seattle Municipal Code, last amended by Ordinance 126649, is amended as follows:

3.14.910 Director-Appointment, removal, and duties

* * *

D. The Director of the Office for Civil Rights shall be the head of and, under the direction of the Mayor, shall be responsible for the administration of the office and in connection with such administration shall have duties and responsibilities including but not limited to the following:

1. Undertake enforcement, policy, and education activities consistent with the mission of the Office for Civil Rights;
2. Administer and govern the Office for Civil Rights;
3. Appoint, remove, and supervise officers and employees in the Office for Civil Rights;
4. Provide staff support for the Seattle Women’s Commission, the Seattle Human Rights Commission, the Seattle LGBTQ (Lesbian, Gay, Bisexual, Transgender, Queer) Commission, and the Seattle Disability Commission; consult with and report regularly to the Seattle Women’s Commission, the Seattle Human Rights Commission, the Seattle LGBTQ (Lesbian, Gay, Bisexual, Transgender, Queer) Commission, and the Seattle Disability Commission on the workings of the Office for Civil Rights; and attend, either in person or by designated representative, all regular meetings of the Seattle Women’s Commission, the Seattle Human Rights Commission, the Seattle LGBTQ (Lesbian, Gay, Bisexual, Transgender, Queer) Commission, and the Seattle Disability Commission;
5. Administer all ordinances pertaining to the Office for Civil Rights and take appropriate remedial action where necessary;
6. Manage the preparation of the proposed annual budget of the Office for Civil Rights, and authorize necessary expenditures, and supervise the maintenance of adequate accounting systems;
7. After identifying priority issue areas, develop policies and programs, and seek additional funding sources in these areas, which seek to ameliorate the effects of disparate treatment and impact upon persons based on race, color, sex, marital status, parental status, sexual orientation, gender identity, political ideology, age, creed, honorably discharged veteran or military status, genetics information, religion, ancestry, caste, national origin, citizenship or immigration status, the presence of any disability, participation in a Section

8 or other subsidy program, right of a mother to breastfeed her child, alternative source of income, an individual's actual, potential, perceived, or alleged pregnancy outcomes as defined in Section 14.04.030, or the use of a service animal by a disabled person;

8. Make periodic reports and recommendations to the Mayor and City Council concerning the operations of the Seattle Women's Commission, the Seattle Human Rights Commission, the Seattle LGBTQ (Lesbian, Gay, Bisexual, Transgender, Queer) Commission, the Seattle Disability Commission, and the Office for Civil Rights;

9. Receive, consider, and make recommendations concerning statements, reports, and complaints relative to problems of civil rights including such problems of civil rights as may arise in connection with the treatment, facilities, or services of any office or department of the City; and

10. Exercise such other and further powers and duties as shall be prescribed by ordinance.

Section 2. Section 3.14.931 of the Seattle Municipal Code, last amended by Ordinance 126649, is amended as follows:

3.14.931 Seattle Human Rights Commission-Duties

The Seattle Human Rights Commission shall act in an advisory capacity to the Mayor, City Council, Office for Civil Rights, and other City departments in respect to matters affecting human rights, and in furtherance thereof shall have the following specific responsibilities:

* * *

B. To consult with and make recommendations to the Director of the Office for Civil Rights with regard to problems arising in the City that may result in discrimination because of race, religion, creed, color, national origin, citizenship or immigration status, sex, marital status, parental status, sexual orientation, gender identity, political ideology, age, ancestry, caste, honorably discharged veteran or military status, genetic information, the presence of any disability, alternative source of income, participation in a Section 8 or other subsidy program, right of a mother to breastfeed her child, an individual's actual, potential, perceived, or alleged pregnancy

outcomes as defined in Section 14.04.030, or the use of a service animal by a disabled person, and to make such investigations and hold such hearings as may be necessary to identify such problems;

* * *

Section 3. Section 3.110.260 of the Seattle Municipal Code, last amended by Ordinance 126649, is amended as follows:

3.110.260 Discrimination prohibited

A. Neither council membership nor constituency membership may directly or indirectly be based upon or limited by age, race, color, religion, sex, national origin, citizenship or immigration status, marital status, parental status, sexual orientation, gender identity, genetic information, political ideology, creed, ancestry, caste, honorably discharged veteran or military status, an individual’s actual, potential, perceived, or alleged pregnancy outcomes as defined in Section 14.04.030, or the presence of any disability; provided, that council positions on a public corporation emphasizing Native American arts or culture or services and programs oriented toward Native Americans may be filled by persons selected by organizations whose funding is substantially derived from public or private grants or federal appropriations available only to organizations controlled by Native Americans.

B. To assure equality of employment opportunity, the public corporation:

1. Will not discriminate in employment because of age, race, color, creed, religion, ancestry, caste, sex, national origin, citizenship or immigration status, marital status, sexual orientation, gender identity, genetic information, or political ideology, honorably discharged veteran or military status, an individual’s actual, potential, perceived, or alleged pregnancy outcomes as defined in Section 14.04.030, or the presence of any disability;

2. Will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, race, color, religion, sex, or national origin. This requirement shall apply to but not be limited to the following: employment, upgrading, demotion, or transfer;

recruitment or recruitment activities; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The public corporation shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The public corporation will, in all solicitations or advertisements for employees placed by or on behalf of the public corporation, state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, or national origin;

3. Will establish and maintain an affirmative action program to provide equality of employment opportunity and to overcome the effects of past discrimination comparable to that maintained by the City for employment by City departments and agencies, which shall meet the requirements of Chapter 4.80 and be reviewed on a quarterly basis by the City's Office for Civil Rights, or successor agency(s), and secure its approval; provided, that public corporations employing fewer than four persons shall not be required to comply with the reporting requirements of Chapter 4.80; provided, a public corporation emphasizing Native American arts or culture or services and programs oriented toward Native Americans may give preference in employment to Native Americans when a grant agreement with the United States of America or a Tribe generating the employment so specifies.

* * *

Section 4. Section 4.80.020 of the Seattle Municipal Code, last amended by Ordinance 126649, is amended as follows:

4.80.020 Policy

It is the policy of the City to provide a workplace for its employees that is free from discrimination on the basis of race, color, sex, marital status, sexual orientation, gender identity, genetic information, political ideology, age, creed, religion, ancestry, caste, national origin, citizenship or immigration status, honorably discharged veteran or military status, an individual's actual, potential, perceived, or alleged pregnancy outcomes as defined in Section 14.04.030, or the presence of any disability. It is also the policy of the City to take strong affirmative

action to remedy the effects of past discrimination against minorities, women, persons with disabilities, and older workers, and to avoid practices that are suspect and capable of abuse or that have an adverse impact on the opportunities of such groups where it reasonably can to produce an efficient system. By doing so, the City will then be able to provide equal employment and advancement opportunities for all qualified persons and obtain a workforce in which such groups are fairly represented.

Section 5. Section 5.30.020 of the Seattle Municipal Code, last amended by Ordinance 124431, is amended as follows:

5.30.020 Definitions A-B

* * *

D. “Artistic or cultural organization.” The term “artistic or cultural organization” means an organization ~~((which))~~ that is organized and operated exclusively for the purpose of providing “artistic or cultural exhibitions, presentations, or performances or cultural or art education programs,” as defined in subsection ~~((2), below, of this subsection))~~ 2 of this definition, for viewing or attendance by the general public. The organization must be:

1. A ~~((not for profit))~~ nonprofit corporation under chapter 24.03A RCW ~~((Chapter 24.03))~~ that meets all of the following criteria:

a. The organization must be managed by a governing board of not less than eight ~~((8))~~ individuals none of whom is a paid employee of the organization or by a corporation sole under chapter 24.12 RCW ~~((Chapter 24.12))~~.

b. No part of the organization’s income may be paid directly or indirectly to its members, stockholders, officers, directors, or trustees except in the form of services rendered by the organization in accordance with its purposes and bylaws.

c. Salary or compensation paid to its officers and executives must be only for actual services rendered, and at levels comparable to the salary or compensation of like positions within the state.

d. Assets of the organization must be irrevocably dedicated to the activities for which the exemption is granted and, on the liquidation, dissolution, or abandonment by the organization, may not inure directly or indirectly to the benefit of any member or individual except a non-profit organization, association, or corporation which also would be entitled to the exemption.

e. The organization must be duly licensed or certified when licensing or certification is required by law or regulation.

f. The amounts received that qualify for exemption must be used for the activities for which the exemption is granted.

g. Services must be available regardless of ~~((race, color, national origin, or ancestry))~~ any protected class covered by the definition of “discrimination” in Section 14.06.020.

* * *

Section 6. Section 6.02.270 of the Seattle Municipal Code, last amended by Ordinance 126649, is amended as follows:

6.02.270 Denial, revocation, or refusal to renew license-Generally

A. In addition to other penalties provided by law, the Director may deny, revoke, or refuse to renew any license issued under the provisions of this Subtitle I of Title 6 at any time:

1. Upon a finding that the license was procured by fraud, or false representation of fact, or for the violation of, or failure to comply with, any of the provisions of this Subtitle I of Title 6 by the person holding such license, or any of the person’s servants, agents, or employees, while acting within the scope of their employment; or

2. Upon the conviction of the person holding such a license of a felony or misdemeanor involving moral turpitude or an intent to defraud, or the conviction of any agents or employees of any felony, or misdemeanor involving an attempt to defraud committed while acting within the scope of their employment; or

3. If the licensee, any of the licensee’s servants, or agents or employees, while acting within the

scope of their employment:

a. Violates any law or ordinance relating to:

- 1) The sale or possession of intoxicating liquor; or
- 2) The use, possession, or sale of narcotic drugs; or
- 3) Discrimination against any person because of religion, race, age, political

ideology, creed, ancestry, caste, color, national origin, citizenship or immigration status, sex, sexual orientation, gender identity, marital status, honorably discharged veteran or military status, the presence of any disability, the use of a service animal by a disabled person, the right of a mother to breastfeed her child, parental status, an individual's actual, potential, perceived, or alleged pregnancy outcomes as defined in Section 14.04.030, or participation in a Section 8 program; or

- 4) Public morality and decency; or

b. With respect to the licenses specified in Section 6.02.190:

- 1) Conducts the business or activity for which such license was issued in a

disorderly or improper manner; or

- 2) Violates any statute of the state or ordinance of the City relating to the business

or activity for which such license was issued; or

c. Is of unfit character to conduct the business or activity; or

4. If the purpose for which the license was issued is being abused to the detriment of the public;

or

5. If such license is being used for a purpose different from that for which it was issued; or

6. If the licensee is in default in any payment of any fee or tax required under Title 5 or this Title

6.

7. If 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.

No license issued under this Subtitle I of Title 6 shall be revoked, denied, or refused to be renewed by the Director except in accordance with the procedure provided in this Subtitle I of Title 6.

* * *

Section 7. Section 6.202.230 of the Seattle Municipal Code, last amended by Ordinance 126649, is amended as follows:

6.202.230 License-Denial, revocation, or refusal to renew-Grounds

A license may be denied, revoked, or not renewed for violation of any ordinance or law that regulates licensed activity in order to further the public interest in public health, safety, and welfare. A license may also be denied, revoked, or not renewed upon a finding that any applicant or licensee, or any owner, officer, or agent thereof:

* * *

G. Has been determined to have discriminated against any person because of race, color, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, caste, national origin, citizenship or immigration status, honorably discharged veteran or military status, participation in a Section 8 program, the presence of any disability, the use of a service animal by a disabled person, an individual's actual, potential, perceived, or alleged pregnancy outcomes as defined in Section 14.04.030, or the right of a mother to breastfeed her child, in the course of licensed activity, in violation of a City ordinance, law, rule, or regulation prescribed thereunder; or

* * *

Section 8. Section 14.04.020 of the Seattle Municipal Code, last amended by Ordinance 126649, is amended as follows:

14.04.020 Declaration of policy

A. It is declared to be the policy of the City, in the exercise of its police powers for the protection of the public health, safety, and general welfare, and for the maintenance of peace and good government, to assure equal opportunity to all persons, free from restrictions because of race, color, sex, marital status, sexual

orientation, gender identity, genetic information, political ideology, age, creed, religion, ancestry, caste, national origin, citizenship or immigration status, honorably discharged veteran or military status, an individual's actual, potential, perceived, or alleged pregnancy outcomes, or the presence of any disability. The role of the Office for Civil Rights is to enforce the provisions of this Chapter 14.04 in furtherance of this policy.

* * *

Section 9. Section 14.04.030 of the Seattle Municipal Code, last amended by Ordinance 126649, is amended as follows:

14.04.030 Definitions

When used in this Chapter 14.04, unless the context otherwise requires:

“Caste” means a system of rigid social stratification characterized by hereditary status, endogamy, and social barriers sanctioned by custom, law, or religion.

* * *

“Discrimination,” “discriminate,” and/or “discriminatory act” means any act, by itself or as part of a practice, that is intended to or results in different treatment or differentiates between or among individuals or groups of individuals by reason of race, color, age, sex, marital status, sexual orientation, gender identity, genetic information, political ideology, creed, religion, ancestry, caste, national origin, citizenship or immigration status, honorably discharged veteran or military status, an individual's actual, potential, perceived, or alleged pregnancy outcomes, or the presence of any disability. “Discrimination,” “discriminate,” and/or “discriminatory act” includes harassment, such as racial and sexual harassment, as well as harassment based on other protected classes.

* * *

Section 10. Section 14.04.040 of the Seattle Municipal Code, last amended by Ordinance 126649, is amended as follows:

14.04.040 Unfair employment practices designated

It is unfair employment practice within the City for any:

* * *

C. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published, or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, that indicates any preference, limitation, specification, or discrimination based upon race, color, sex, marital status, sexual orientation, gender identity, genetic information, political ideology, age, creed, religion, ancestry, caste, national origin, citizenship or immigration status, honorably discharged veteran or military status, an individual's actual, potential, perceived, or alleged pregnancy outcomes, or the presence of any disability; provided that nothing in this Chapter 14.04 shall prevent an employer from ascertaining and recording data as to race, color, sex, marital status, sexual orientation, gender identity, political ideology, age, creed, religion, ancestry, caste, national origin, citizenship or immigration status, honorably discharged veteran or military status, an individual's actual, potential, perceived, or alleged pregnancy outcomes as defined in Section 14.04.030, or the presence of any disability whether before or after employment, for the purpose of making reports specifically required by agencies of federal, state, or local government for the purpose of eliminating and preventing discrimination or overcoming its effects, or for other purposes authorized by law or the rules and regulations of Washington State Human Rights Commission, the Equal Employment Opportunities Commission or the Department;

* * *

Section 11. Section 14.06.020 of the Seattle Municipal Code, last amended by Ordinance 126649, is amended as follows:

14.06.020 Definitions

Definitions as used in this Chapter 14.06, unless additional meaning clearly appears from the context, shall have the meanings subscribed:

“Aggrieved person” includes any person who:

1. Claims to have been injured by an unfair practice prohibited by this ((~~chapter~~)) Chapter 14.06;

or

2. Believes that ((~~he or she~~)) they will be injured by an unfair practice prohibited by this ((~~chapter~~)) Chapter 14.06 that is about to occur.

“Caste” means a system of rigid social stratification characterized by hereditary status, endogamy, and social barriers sanctioned by custom, law, or religion.

* * *

“Discrimination” means any conduct, whether by single act or as part of a practice, the effect of which is to adversely affect or differentiate between or among individuals or groups of individuals, because of race, color, creed, religion, ancestry, caste, national origin, citizenship or immigration status, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, honorably discharged veteran or military status, participation in a Section 8 program, the presence of any disability, the use of a service animal by a disabled person, an individual’s actual, potential, perceived, or alleged pregnancy outcomes as defined in Section 14.04.030, or the right of a mother to breastfeed her child. “Discrimination” includes harassment, such as racial and sexual harassment, as well as harassment based on other protected classes.

* * *

Section 12. Section 14.06.030 of the Seattle Municipal Code, last amended by Ordinance 126649, is amended as follows:

14.06.030 Unfair practices

* * *

B. It is an unfair practice for any person to discriminate in a place of public accommodation by:

1. Requiring, directly or indirectly, any person to pay a larger sum than the usual uniform rates;

or

2. Refusing or withholding admission, patronage, custom, presence, frequenting, dwelling,

staying, or lodging; or

3. Denying, directly or indirectly, the full enjoyment of any available goods, services, accommodations, facilities, privileges, or advantages; or

4. Printing, circulating, issuing, displaying, posting, mailing, or otherwise causing, directly or indirectly, to be published a statement, advertisement, or sign that indicates directly or indirectly that the full enjoyment of the goods, services, facilities, privileges, advantages, and accommodations will be refused, withheld, denied, or in some manner limited or restricted or that an individual's patronage of or presence at a place of public accommodation is objectionable, unwelcome, unacceptable, or undesirable; or

5. Harassing, intimidating, or otherwise abusing any person or person's friends or associates because of race, color, creed, religion, ancestry, caste, national origin, citizenship or immigration status, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, honorably discharged veteran or military status, participation in a Section 8 program, the presence of any disability, the use of a trained dog guide or service animal by a disabled person, an individual's actual, potential, perceived, or alleged pregnancy outcomes as defined in Section 14.04.030, or a mother breastfeeding her child with the purpose or effect of denying to such person the rights granted in this Chapter 14.06; or

6. Harassing, intimidating, retaliating, or obstructing a person in any manner because such person complied with or proposed to comply with this Chapter 14.06 or any order issued under this Chapter 14.06, or filed a charge or complaint, testified, or assisted in any investigation, proceeding or hearing under this Chapter 14.06; or

7. Coercing, intimidating, threatening, or otherwise interfering with any person in the exercise or enjoyment of or on account of such person having aided or encouraged any other person in the exercise or enjoyment of any right granted or protected under this Chapter 14.06; or

8. Applying any economic sanctions or denying membership privileges because of compliance with this Chapter 14.06; or

9. Aiding, abetting, inciting, compelling, or coercing the doing of any act defined in this Chapter 14.06 to be an unfair practice; or

10. Attempting to commit any act defined in this Chapter 14.06 to be an unfair practice; or

11. Denying, directly or indirectly, an individual's right to use gender-specific restrooms and other gender-specific facilities in places of public accommodation including but not limited to dressing rooms, locker rooms, homeless shelters, and group homes that are consistent with the individual's gender identity or expression.

* * *

Section 13. Section 14.08.015 of the Seattle Municipal Code, last amended by Ordinance 126649, is amended as follows:

14.08.015 Seattle Open Housing Poster

All persons required to post a fair housing poster pursuant to 24 CFR 110 shall also post a Seattle Open Housing Poster at the same locations required in the federal regulation. A person who fails to post a Seattle Open Housing Poster as required in this Section 14.08.015 is subject to a fine of \$125 for a first violation and a fine of \$500 for each subsequent violation. The Seattle Open Housing Poster shall provide a notice that it is illegal in The City of Seattle to discriminate against any person because of race, color, creed, religion, ancestry, caste, national origin, citizenship or immigration status, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, honorably discharged veteran or military status, participation in a Section 8 or other subsidy program, alternative source of income, an individual's actual, potential, perceived, or alleged pregnancy outcomes as defined in Section 14.04.030, the presence of any disability, or the use of a trained dog guide or service animal by a disabled person. The Department shall adopt a rule or rules to enforce this Section 14.08.015 that shall include the availability of such posters from the Department.

Section 14. Section 14.08.020 of the Seattle Municipal Code, last amended by Ordinance 126649, is amended as follows:

14.08.020 Definitions

Definitions as used in this Chapter 14.08, unless additional meaning clearly appears from the context, shall have the meanings subscribed:

“Accessory dwelling unit” has the meaning defined in Chapter 23.84A.032’s definition of “Residential use.” ((;))

“Aggrieved person” includes any person who:

1. Claims to have been injured by an unfair practice prohibited by this Chapter 14.08; or
2. Believes that ~~((he or she))~~ they will be injured by an unfair practice prohibited by this Chapter

14.08 that is about to occur.

“Alternative source of income” means lawful, verifiable income derived from sources other than wages, salaries, or other compensation for employment. It includes but is not limited to monies derived from Social Security benefits, supplemental security income, unemployment benefits, other retirement programs, child support, the Aged, Blind or Disabled Cash Assistance Program, Refugee Cash Assistance, and any federal, state, local government, private, or nonprofit-administered benefit program.

“Blockbusting” means, for profit, to promote, induce, or attempt to promote or induce any person to ((;)) engage in a real estate transaction by representing that a person or persons of a particular race, color, creed, religion, ancestry, national origin, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, alternative source of income, or who participates in a Section 8 or other subsidy program, or who is disabled, or who is a disabled person who uses a service animal has moved or may move into the neighborhood.

“Caste” means a system of rigid social stratification characterized by hereditary status, endogamy, and social barriers sanctioned by custom, law, or religion.

* * *

“Discrimination” means any conduct, whether by single act or as part of a practice, the effect of which

is to adversely affect or differentiate between or among individuals or groups of individuals, because of race, color, creed, religion, ancestry, caste, national origin, citizenship or immigration status, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, honorably discharged veteran or military status, alternative source of income, participation in a Section 8 or other subsidy program, an individual's actual, potential, perceived, or alleged pregnancy outcomes as defined in Section 14.04.030, the presence of any disability, or the use of a service animal by a disabled person. "Discrimination" includes harassment, such as racial and sexual harassment, as well as harassment based on other protected classes.

* * *

Section 15. Section 14.08.045 of the Seattle Municipal Code, last amended by Ordinance 126649, is amended as follows:

14.08.045 Retaliation, harassment, or coercion

* * *

B. It is an unfair practice for any person, whether or not acting for profit, to harass, intimidate, discriminate against, or otherwise abuse any person or person's friends or associates because of race, color, creed, religion, ancestry, caste, national origin, citizenship or immigration status, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, honorably discharged veteran or military status, alternative source of income, participation in a Section 8 or other subsidy program, an individual's actual, potential, perceived, or alleged pregnancy outcomes as defined in Section 14.04.030, the presence of any disability, or the use of a trained dog guide or service animal by a disabled person with the purpose or effect of denying to such person the rights granted in this Chapter 14.08 or the right to quiet or peaceful possession or enjoyment of any real property.

* * *

Section 16. Section 14.08.070 of the Seattle Municipal Code, last amended by Ordinance 126649, is amended as follows:

14.08.070 Unfair inquiries or advertisements

It is an unfair practice for any person to:

A. Require any information, make or keep any record, or use any form of application containing questions or inquiries concerning race, color, creed, religion, ancestry, caste, national origin, citizenship or immigration status, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, honorably discharged veteran or military status, participation in a Section 8 or other subsidy program, an individual’s actual, potential, perceived, or alleged pregnancy outcomes as defined in Section 14.04.030, the presence of any disability, or the use of a trained dog guide or service animal by a disabled person in connection with a real estate transaction unless used solely:

1. For making reports required by agencies of the federal, state, or local government to prevent and eliminate discrimination or to overcome its effects or for other purposes authorized by federal, state, or local agencies or laws or rules adopted thereunder,
2. As to “marital status,” for the purpose of determining applicability of community property law to the individual case, or
3. As to “age,” for the purpose of determining that the applicant has attained the age of majority, or in the case of housing exclusively for older persons as described in subsection 14.08.190.E, for the purpose of determining the eligibility of the applicant;

B. Publish, print, circulate, issue, or display, or cause to be published, printed, circulated, issued, or displayed, any communication, notice, advertisement, statement, or sign of any kind relating to a real estate transaction or listing of real property that indicates directly or indicates an intention to make any preference, limitation, or specification based on race, color, creed, religion, ancestry, caste, national origin, citizenship or immigration status, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, honorably discharged veteran or military status, alternative source of income, the participation in a Section 8 or other subsidy program, an individual’s actual, potential, perceived, or alleged pregnancy outcomes

as defined in Section 14.04.030, the presence of any disability, or the use of a service animal by a disabled person.

Section 17. Section 14.08.190 of the Seattle Municipal Code, last amended by Ordinance 126649, is amended as follows:

14.08.190 Exclusions

Nothing in this Chapter 14.08 shall:

* * *

B. Be interpreted to prohibit any person from making a choice among prospective purchasers or tenants of real property on the basis of factors other than race, color, creed, religion, ancestry, caste, national origin, citizenship or immigration status, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, honorably discharged veteran or military status, alternative source of income, participation in a Section 8 or other subsidy program, an individual’s actual, potential, perceived, or alleged pregnancy outcomes as defined in Section 14.04.030, the presence of any disability, or the use of a trained dog guide or service animal by a disabled person where such factors are not designed, intended, or used to discriminate;

* * *

Section 18. Section 14.10.010 of the Seattle Municipal Code, last amended by Ordinance 126649, is amended as follows:

14.10.010 Statement of purpose

A. This Chapter 14.10 is an exercise of the police power for the protection of the public welfare, health, peace, and safety of the residents of The City of Seattle and in fulfillment of the provisions of the Constitution of this state. The City Council finds and declares that practices of discrimination in public or private contracting against any person on the basis of race, color, sex, marital status, sexual orientation, gender identity, political ideology, age, creed, religion, ancestry, caste, national origin, citizenship or immigration status, honorably discharged veteran or military status, an individual’s actual, potential, perceived, or alleged pregnancy

outcomes as defined in Section 14.04.030, or the presence of any disability constitute matters of local concern and are contrary to the public welfare, health, peace, and safety of the residents of Seattle. However, to the extent that distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule, or government contract, it is not unfair practice. The provisions of this Chapter 14.10 shall apply to the City when acting as a contractor and to other contractors, subcontractors, suppliers, material suppliers, bonding agencies, contract agencies, and other business entities doing business in the City, and shall be liberally construed for accomplishment of its policies and purposes.

* * *

Section 19. Section 14.10.020 of the Seattle Municipal Code, last amended by Ordinance 126649, is amended as follows:

14.10.020 Definitions

When used in this Chapter 14.10, unless the context otherwise requires:

“Business enterprise” means any licensed business organization located in or doing business in The City of Seattle.

“Caste” means a system of rigid social stratification characterized by hereditary status, endogamy, and social barriers sanctioned by custom, law, or religion.

* * *

“Discrimination,” “discriminate,” and/or “discriminatory act” means any act (other than an action taken in accordance with a lawful affirmative action program) or failure to act whether by itself or as part of a practice, the effect of which is to adversely affect or differentiate between or among individuals or groups of individuals by reason of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, caste, national origin, citizenship or immigration status, honorably discharged veteran or military status, an individual’s actual, potential, perceived, or alleged pregnancy outcomes as defined in Section 14.04.030, or the presence of any disability, unless based upon a bona fide

occupational qualification. “Discrimination,” “discriminate,” and/or “discriminatory act” includes harassment, such as racial and sexual harassment, as well as harassment based on other protected classes.

* * *

Section 20. Section 14.11.020 of the Seattle Municipal Code, enacted by Ordinance 125358, is amended as follows:

14.11.020 Definitions

The definitions in this Section 14.11.020 provide the meaning of terms used in this Chapter 14.11, except as otherwise provided or as the context may otherwise clearly require:

“Biased policing” means selective enforcement or non-enforcement of the law, including the selecting or rejecting of particular policing tactics or strategies, by a police officer, the effect of which is to adversely affect or differentiate between or among individuals or groups of individuals, because of race, ethnicity, ancestry, religion, caste, national origin, color, creed, age, alienage or citizenship status, immigration status, sex, gender identity, sexual orientation, disability, or political ideology rather than reasonable suspicion grounded in specific and articulable facts, or probable cause, that the individual has been or is about to be involved in a crime. Biased policing does not include using race, ethnicity, color, or any other status in any reliable suspect’s description.

* * *

Section 21. Section 18.12.280 of the Seattle Municipal Code, last amended by Ordinance 126649, is amended as follows:

18.12.280 Discrimination prohibited

A. It is the policy of the City, in the exercise of its police powers for the protection of the public health, safety, and general welfare, and for the maintenance of peace and good government, to assure equal opportunity for full enjoyment and use of park facilities to all persons, free from restrictions because of race, color, sex, marital status, parental status, sexual orientation, gender identity, political ideology, age, creed, religion,

ancestry, caste, national origin, citizenship or immigration status, honorably discharged veteran or military status, participation in a Section 8 program, the presence of any disability, the use of a service animal by a disabled person, an individual's actual, potential, perceived, or alleged pregnancy outcomes as defined in Section 14.04.030, or the right of a mother to breastfeed her child.

B. It is unlawful for any person occupying or using any park or recreation facility for any event, activity or exhibition open to the public, whether or not under a permit and whether or not an admission or entrance fee is charged, to deny to any other person the full use and enjoyment of such park and recreation facility because of race, creed, color, sex, marital status, parental status, sexual orientation, gender identity, political ideology, age, religion, ancestry, caste, national origin, citizenship or immigration status, honorably discharged veteran or military status, participation in a Section 8 program, the presence of any disability, the use of a service animal by a disabled person, an individual's actual, potential, perceived, or alleged pregnancy outcomes as defined in Section 14.04.030, or the right of a mother to breastfeed her child. In addition to other sanctions, the permit of any person who is convicted of a violation of this Section 18.12.280, for access or use of such park and recreation facility, may be canceled and, after notice and hearing, the Superintendent may order that such person shall not be eligible for any similar permit for access to, or use of, a park and/or recreation facility for a period up to three years.

* * *

Section 22. 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 _____ day of _____, 2023, and signed by me in open session in authentication of its passage this _____ day of _____, 2023.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2023.

Bruce A. Harrell, Mayor

Filed by me this ____ day of _____, 2023.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact:	CBO Contact:
LEG	Venkataraman/4-5382	Rouse/3-9719

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE relating to human rights; including protections against discrimination based on an individual’s caste; making technical amendments; and amending Sections 3.14.910, 3.14.931, 3.110.260, 4.80.020, 5.30.020, 6.02.270, 6.202.230, 14.04.020, 14.04.030, 14.04.040, 14.06.020, 14.06.030, 14.08.015, 14.08.020, 14.08.045, 14.08.070, 14.08.190, 14.10.010, 14.10.020, 14.11.020, and 18.12.280 of the Seattle Municipal Code.

Summary and Background of the Legislation:

This legislation would define “caste” and add it to the list of classes against which discrimination is not permitted in the City of Seattle. Caste is “a system of rigid social stratification characterized by hereditary status, endogamy, and social barriers sanctioned by custom, law, or religion.” Discrimination based on caste is occurring in Seattle, and this legislation would prohibit such caste-based discrimination against individuals.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? Yes No

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

Costs to the Office for Civil Rights for outreach, awareness, education, training, and enforcement are not reflected here. See Attachment A.

Are there financial costs or other impacts of *not* implementing the legislation?

No

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

The Office for Civil Rights will enforce most of the provisions of this legislation and would need additional resources to do so effectively. See Attachment A for the Office for Civil Rights’ analysis of resource and staffing needs to effectively enforce this legislation.

b. Is a public hearing required for this legislation?

No

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No

d. Does this legislation affect a piece of property?

No

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

While caste is associated with the South Asian region, its existence can be found in diverse religious or ethnic groups in many regions, including diaspora communities like Seattle and the surrounding area. Lower caste individuals and communities can suffer discrimination based on their caste identity, and it is not clear that existing protections against discrimination based on characteristics like race, religion, national origin, or ancestry are sufficient. These communities have been historically marginalized in both countries abroad and in Seattle as a result of prejudice intact in local communities. This legislation will allow those subject to discrimination on the basis of caste a legal avenue to pursue a remedy against alleged discrimination.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

NA

2. 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.

NA

g. 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)?

NA

Summary Attachments (if any):

Attachment A: SOCR Resource Needs to Enforce Caste as a Protected Class

Memo

Date: 2/10/2023
To: Asha Venkataraman, Seattle City Council Central Staff
From: Caedmon Magboo Cahill, Seattle Office for Civil Rights (SOCR) Policy Division
Subject: SOCR resource needs to enforce caste as protected class

PURPOSE

This memo is intended to:

1. Provide Seattle City Council Central Staff information regarding the resources SOCR needs to implement a new protected class successfully.
2. Describe the impact to SOCR's Enforcement Division as well as implementation should no additional funding be provided.

SUMMARY

While SOCR supports the policy goal of [this bill](#)—to address discrimination based on caste—SOCR requires additional ongoing resources not only to ensure competent enforcement, which includes appropriate outreach, education, and technical assistance, but also to update our educational and notice materials to reflect changes to city code. Unlike other City enforcement departments such as Office of Labor Standards and Seattle Department of Construction & Inspections, SOCR does not have an outreach budget or business liaisons to provide technical assistance to businesses or landlords.

In order to implement this legislation, SOCR needs Council to authorize an additional 1.0 FTE, appropriate an additional \$185,000 in ongoing funding for this position and outreach efforts, and appropriate another \$100,000 in one-time funding for items such as media, materials and rulemaking efforts. Without this funding and position, SOCR will not be able to implement the legislation as contemplated.

CURRENT ENFORCEMENT RESPONSIBILITIES AND STAFFING

SOCR enforces seven City ordinances, which include laws that prohibit discrimination in employment, housing, public places, and contracting. In addition to these laws, SOCR has a Memorandum of Agreement with the U.S. Equal Employment Opportunity Commission (EEOC) to investigate discrimination claims under the Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the Genetic Information Non-Discrimination Act. The City has a contract with the EEOC to handle these claims, which are filed with both agencies (referred to as dual-filed).

Our investigations staff consists of a Civil Rights Investigations Manager, two Senior Civil Rights Analysts, and four Civil Rights Analysts. This team is responsible for drafting and processing complaints and

¹ This analysis is based on our review of [draft legislation](#) provided to SOCR by Central Staff on 2.7.2022

investigating discrimination claims, providing conflict resolution services, and conducting outreach and training in the community.

EXPANDING WORK WITHOUT ADDITIONAL RESOURCES

Over the years, SOCR’s enforcement scope has increased through the passing of laws and amendments, without corresponding increases in staffing levels. The table below shows the expansion of work and the resources provided. ***Since 2017, our enforcement duties have expanded considerably while we have received no additional resources tied to the passage of new legislation, other than a one-time allocation of 50k for outreach.****

Ordinance	Enacted Date	Resources Provided
Fair Employment Practices Ordinance (SMC 14.04)	January 18, 1972	3 Investigators 2 Senior Investigators 1 Investigations Manager 1 Division Director 1 Paralegal
Unfair Housing Practices Ordinance (SMC 14.08)	August 15, 1975	
Fair Contracting Practices Ordinance (SMC 14.10)	August 16, 1999	
Unfair Public Accommodations Ordinance (SMC 14.06)	September 28, 2004	
All-Gender Single-Occupant Restroom Requirement Ordinance (SMC 14.07)	August 10, 2015	0 FTE \$50,000 one-time funding for outreach
Use of Conversion Therapy on Minors Ordinance (SMC 14.21)	August 3, 2016	0 FTE \$51,600 one-time funding for outreach
Source of Income Protections (SMC 14.08)	September 19, 2016	1 Investigator FTE \$47,600 one-time funding for outreach
Use of Criminal Records in Housing Ordinance (SMC 14.09)	August 16, 2017	0 FTE \$50,000 one-time funding for outreach
Closed Captioning Ordinance (SMC 14.05)	April 19, 2019	0 FTE \$50,000 one-time funding for outreach
Domestic Workers Protections (SMC 14.04)	July 1, 2019	0 FTE No funding for outreach
Use of Screening Records in Housing Amendment (SMC 14.09)	May 15, 2020	0 FTE No funding for outreach
Race-Based Traits Amendments (SMC 14.04, 14.06, 14.08, and 14.10)	January 15, 2021	0 FTE No funding for outreach

Citizenship and Immigration Amendments (SMC 14.04, 14.06, 14.08, and 14.10)	August 22, 2022	0 FTE No funding for outreach
Pregnancy Outcomes Amendments (SMC 14.04, 14.06, 14.08, and 14.10)	September 15, 2022	0 FTE No funding for outreach
TOTAL		9 FTE

*In response to the 2019 SOCR Racial Equity Toolkit, Seattle City Council allocated SOCR a part-time community engagement specialist which later became one full-time position.

RESOURCE NEEDS

Materials: Whenever adding a new protected class, we must update all our publicly facing enforcement materials and ensure that these materials are provided in appropriate languages.

Media: To prevent discrimination, appropriate communication and education about the new protected class is important. Appropriate media and public information regarding caste discrimination will increase public support, compliance, and will inform the public of their rights regarding this new law.

Rulemaking: If rulemaking is required, we need to provide access to the public and provide appropriate compensation to community members should a workgroup be formed for consultation and engagement.

Business Outreach & Technical Assistance: We want to ensure that community members – and business owners in particular – are adequately informed and provided the education to prevent possible law violations. Complementing this bill with an SOCR business liaison would allow us to provide sufficient education and support to the business community to prevent discrimination and thereby reduce enforcement needs and increase collaboration and ordinance implementation.

Why a business liaison is a critical need: Businesses, housing providers, and other community members who are subject to our laws, deserve to know what is required of them, where to go for technical assistance, and how to prevent violations of law. They also should know what to expect when they are the subject of an investigation, and what options they have when confronted with a notice of violation.

A business liaison would provide much-needed technical assistance and help SOCR and the City better understand the needs of business owners relative to civil rights laws; as is the case for the Office for Labor Standards and their business liaison. We believe this position is a critical component of successful civil rights enforcement and compliance.

Staffing: SOCR will need consultant services to provide training and education to staff and investigators to learn more about caste discrimination.

Projected costs to ensure appropriate education, public awareness, and implementation are listed below. These costs are based on prior costs incurred for similar updates to SMC and added civil rights protections.

Material (one time funding)	
Item	Projected Budget
Notice Design and Layout	\$5,000
SOCR Notice to landlords/property managers postcard mailers (using RRIO list)	\$15,000
SOCR Notice to Employers postcard mailers (using FAS business license database)	\$15,000
Print Media	\$5,000
Translations	\$5,000
Total	\$45,000

Media (one time funding)	
Item	Projected Budget
Transit ads-interior and side	\$25,000
Ethnic Radio Spots	\$10,000
Print Media Advertising	\$10,000
Social Media-Facebook ads and promoted links	\$5,000
Total	\$50,000

Rulemaking (one time funding)	
Item	Projected Budget
Rule Making: Facility rentals, food, interpreters, childcare, interpreters, compensation for workgroup members, notice in Puget Sound Journal, advertisement	\$5,000
Total	\$5,000

Outreach (annual, on-going expense)	
Item	Projected Budget
Community events for event space, promotional materials, promotional items	\$10,000
Business Trainings for employers, housing providers, and business facility rental, interpreters, childcare, materials, food advertising	\$10,000
Community Trainings for employees, tenants, and residents, facility rental, interpreters, childcare, materials, food, advertisement	\$10,000
Total	\$30,000

Staffing (annual, on-going expense)	
Item	Projected Budget
Business Liaison: P&D2, Spec 2 (salary and benefits estimate)	\$150,000
Consultant to provide training to SOCR staff on caste discrimination	\$5,000
Total	\$155,000

IMPLEMENTATION WITHOUT RESOURCES

If the City adds “caste” to our protected classes without additional resources, we will be unable to update our materials to reflect any changes to city code and will be unable to conduct outreach and education to communities who the law intends to protect. Also, without adequate resources, businesses will not be aware of this new protection. As the law requires, we will investigate every claim of discrimination we receive. However, since prevention through education, training and outreach would not be possible, we may incur an increase in investigation cases resulting in longer case processing times.

February 16, 2023

MEMORANDUM

To: Seattle City Council
From: Asha Venkataraman, Analyst
Subject: CB 120511: Adding Caste to Seattle’s Protected Classes

On February 21, 2023, City Council is scheduled to discuss and possibly vote on [Council Bill \(CB\) 120511](#), which would add the category of “caste” to the City’s list of protected classes. This memorandum will provide background on protected classes and caste, describe CB 120511, and outline identified issues for the Council’s consideration.

Background

Protected Classes

The Seattle Municipal Code contains protections against discrimination in the City of Seattle for a broad set of categories, including race, color, sex, marital status, sexual orientation, gender identity, genetic information, political ideology, age, creed, religion, ancestry, national origin, citizenship or immigration status, honorably discharged veteran or military status, an individual's actual, potential, perceived, or alleged pregnancy outcomes, or the presence of any disability. These classes are protected in a variety of settings, including housing, employment, public accommodations, and contracting. The Seattle Office for Civil Rights (SOCR) has jurisdiction over enforcement in most of these settings and investigates potential violations of anti-discrimination laws.

Caste

Caste is defined by the Merriam-Webster dictionary as “a system of rigid social stratification characterized by hereditary status, endogamy, and social barriers sanctioned by custom, law, or religion.”¹

¹ “caste.” *Merriam-Webster.com*. Merriam-Webster 2023, available at <https://www.merriam-webster.com/dictionary/caste>. The United Nation Special Rapporteur on minority issues also explains that “[b]ecause one’s caste can be determinative of one’s occupation, it is also referred to as ‘discrimination based on work and descent’ and defined as ‘any distinction, exclusion, restriction or preference based on inherited status such as caste, including present or ancestral occupation, family, community or social origin, name, birthplace, place of residence, dialect and accent that has the purpose or effect of nullifying or impairing the recognition, enjoyment, or exercise, on an equal footing, of human rights and fundamental freedoms in the political, economic, social, cultural or any other field of public life.’” See Rita Iszák (Special Rapporteur on minority issues), Human Rights Council Thirty-first Session, *Report of the Special Rapporteur on minority issues*, P 25, U.N. Doc. A/HRC/31/56 (Jan. 8, 2016), available at <http://undocs.org/A/HRC/31/56>.

The United Nations Special Rapporteur on minority issues states that while

[t]he concept of ‘caste’ is primarily associated with the South Asian region, where its existence is linked to the religiously sanctioned social structure of Hinduism...[a]t present, the term ‘caste’ has broadened in meaning, transcending religious affiliation. Caste and caste-like systems may be based on either a religious or secular background and can be found within diverse religious and/or ethnic groups in all geographical regions, including within diaspora communities.²

For example, caste-based discrimination is also present in Japan, the Middle East, Nigeria, Somalia, and Senegal.³ The harm done by caste discrimination throughout many regions of the world has been well documented by the United Nations and multiple human rights organizations. Despite laws in countries that prohibit discrimination based on caste, such as India’s constitutional prohibition against discrimination based on caste and Nigeria’s Osu Abolition Law legally abolishing work- and descent-based discrimination, segregation and discrimination persist for around 250 million people worldwide.⁴

The caste system has traveled with diasporas to regions all over the world, including the Americas.⁵ The State of Washington is home to a large population from the South Asian diaspora, largely concentrated in the Greater Seattle area, and the South Asian population is one of the fastest growing major ethnic groups in Seattle. In addition, “[i]n the United States, a rising number of caste-based groups—each with chapters throughout many major cities—also points to the importance of caste as an identifier for migrant Indian communities. Such caste-based associations in the United States are providing funds and political support for a resurgence of caste fundamentalism in South Asia as well.”⁶ This region is also home to many other immigrant and diaspora communities. As of 2014, 18 percent of Seattle residents were foreign born, a percentage representing 113,000 people.⁷ Between 2000 and 2014, Seattle immigrant population grew 20 percent, as compared to 14 percent growth for the overall population. As of 2014, the top ten countries of origin for Seattle residents included India, Somalia, and Japan.⁸

It is difficult to find sources of quantitative, disaggregated data about the scope and scale of caste-oppressed populations in Seattle. This is the case in part because there is no existing

² *Report of the Special Rapporteur on minority issues*, PP 26-27.

³ *Id.* PP 31-44

⁴ See, e.g., *Report of the Special Rapporteur on minority issues*, P 123; Human Rights Watch, *A Report by Human Rights Watch for the United Nations World Conference Against Racism, Racial Discrimination, Xenophobia and Related Intolerance*. Durban, South Africa, September 2001, available at <https://www.hrw.org/reports/pdfs/g/general/caste0801.pdf>.

⁵ *Report of the Special Rapporteur on minority issues*, P 45.

⁶ Human Rights Watch p. 22.

⁷ Office of Immigrant and Refugee Affairs, City of Seattle, *Seattle’s Immigrants and Refugees* (2016), available at https://www.seattle.gov/documents/Departments/OIRA/2016_OIRA_DataSnapshot_FINAL.pdf.

⁸ *Id.*

systematic data collection at the local level and because self-identifying as belonging to a caste-oppressed group can put individuals at risk. Unlike some other groups subject to oppression from dominant identities where the marginalized identity is clear from visible markers (ie. race or gender), caste does not have visible markers (analogous to sexual orientation), so exposing discrimination may require self-identification that can itself expose those individuals to further discrimination. However, the issue of caste discrimination has been raised by local civil rights organizations, individuals experiencing caste oppression locally, at educational institutions, tech companies, and through recognition by government officials. For example, on May 22, 2019, Representative Pramila Jayapal sponsored the first Congressional briefing about caste discrimination in Washington D.C.

CB 120511

This legislation would add caste as a protected class in all areas of the Seattle Municipal Code where existing protected classes are currently codified:

- 3.14.910, 3.14.931: jurisdiction of the Office for Civil Rights and the Seattle Human Rights Commission;
- 3.110.260: establishing and chartering of public corporations;
- 4.80.020: affirmative action plans;
- 5.30.020: artistic or cultural organizations;
- 6.02.270: license code;
- 6.202.230: new license code;
- 14.04: fair employment practices;
- 14.06: unfair public accommodations practices;
- 14.08: unfair housing practices;
- 14.10: fair contracting practices;
- 14.11: bias-free policing; and
- 18.12.280: Parks code.

In addition, CB 120511 provides the following definition of caste: “a system of rigid social stratification characterized by hereditary status, endogamy, and social barriers sanctioned by custom, law, or religion.”

Identified Issues

Resources for enforcement, education, and outreach

SOCR has jurisdiction over claims of discrimination against individuals who are part of a protected class and is also responsible for outreach, education, and technical assistance. As described in the attachment to the fiscal note, SOCR estimates that to enforce this legislation effectively, it will need:

- 1.0 FTE planning and development specialist 2
- \$185,000 in ongoing funding to support the position and conduct ongoing outreach; and
- \$100,000 in one-time funding for items such as media, materials and rulemaking efforts.

SOCR also stated that:

[i]f the City adds “caste” to our protected classes without additional resources, we will be unable to update our materials to reflect any changes to city code and will be unable to conduct outreach and education to communities who the law intends to protect. Also, without adequate resources, businesses will not be aware of this new protection. As the law requires, we will investigate every claim of discrimination we receive. However, since prevention through education, training and outreach would not be possible, we may incur an increase in investigation cases resulting in longer case processing times.

Additional staffing and resources would ensure that outreach and enforcement for this legislation in addition to existing legislation is effective. Staffing and resources have been a continuing issue for SOCR in recent years (see Central Staff’s memo during 2019 [Budget Deliberations – Seattle Office for Civil Rights](#)) and many members of the public who could pursue remedies through the laws SOCR enforces are not aware that SOCR exists, much less that it could assist them.

If Councilmembers are interested in passing this legislation and providing SOCR with staffing and resources, the Council could consider delaying the effective date of CB 120511 until a supplemental or annual budget process includes funds for SOCR staffing and resources.

cc: Esther Handy, Director
Aly Pennucci, Deputy Director

Amendment A Version 1 to CB 120511 – Caste as a Protected Class

Sponsor: Councilmembers Herbold and Sawant

Adding findings

Effect: This amendment would add legislative findings to support the legislation.

Add a new section 22 as follows and renumber subsequent sections:

* * *

Section 22. The City Council makes the following findings:

A. Caste-based discrimination is an international problem affecting more than 250 million people across the world;

B. Although caste is often associated with Hinduism and India, it transcends religious and geographic boundaries, with caste-based discrimination showing up in Christian, Muslim, Sikh, and other religious communities, all over South Asia, and in Southeast Asian and African communities, including Japan, the Middle East, Nigeria, Somalia, and Senegal;

C. The concept of caste and associated discrimination traveled with individuals and communities through these regions and into diasporic communities around the world, including the United States;

D. Washington State and Seattle are home to individuals and communities of immigrants, refugees, and diasporic communities from all around the world;

E. The City of Seattle is committed to recognizing the dignity of all its residents, including the right of all Seattle residents to live in a City that does not subject them to prejudicial treatment or discrimination;

F. Awareness of the experiences of caste-oppressed communities with discrimination has been growing in recent years;

G. Testimony submitted to the Council about these experiences are located in Clerk File 322573 and demonstrate the City's interest in protecting its residents with marginalized identities as caste-oppressed from discrimination;

H. Existing anti-discrimination protections do not fully encompass caste discrimination.

Section ~~2223~~. 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.



Legislation Text

File #: CB 120512, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to weights and measures; conforming City provisions regarding weights and measures to state law; providing an enforcement process; updating fees; repealing requirements for weighmaster licenses; and amending Chapter 7.04 of the Seattle Municipal Code.

WHEREAS, Washington State has had laws regarding weights and measures of commodities dating back to the 19th century; and

WHEREAS, in Seattle, Ordinance 16965, passed in 1907, regulated the weight of bread loaves, and Ordinance 26018, passed in 1910, regulated weights and measures generally; and

WHEREAS, Chapter 52, Laws of 1913 created the state Department of Weights and Measures, whose duties included inspecting the weighing and measuring standards of first-class cities with a city sealer; and

WHEREAS, by amendments in Chapter 122, Laws of 1917, the only city sealers in state law as having a distinct regulatory sphere for weights and measures were those of cities with a population of over 50,000 (which at the time were only Seattle, Spokane, and Tacoma); and

WHEREAS, Chapter 194, Laws of 1927 reorganized the Department as a Division of Weights and Measures in the Department of Agriculture; and

WHEREAS, Chapter 67, Laws of 1969 created the current state framework for regulating weights and measures, codified in chapter 19.94 RCW; and

WHEREAS, in 1970, Seattle updated its weights and measures program by passing Ordinance 98870, later codified in Seattle Municipal Code Chapter 7.04; and

WHEREAS, Chapter 237, Laws of 1992 amended RCW 19.94.190 to state that city sealers would enforce

chapter 19.94 RCW directly; and

WHEREAS, although Chapter 96, Laws of 2019 amended RCW 19.94.010 to allow for any first-class city or code city to appoint a city sealer, Seattle is currently the only city in Washington with a city sealer (the Director of the Department of Finance and Administrative Services) and therefore its own weights and measures program (in the Consumer Protection Division); and

WHEREAS, several RCW amendments made over time, including those made by Chapter 96, Laws of 2019, have not yet been reconciled with Seattle Municipal Code Chapter 7.04, including the removal of misdemeanor penalties and other obsolete provisions; and

WHEREAS, Seattle's weights and measures program has additionally enforced standards regarding electronic price scanning systems since 2002 by the enactment of Ordinance 120976; and

WHEREAS, the City must invest to update equipment to enforce existing weighmaster license standards; avoiding this cost benefits the City and reduces and streamlines the regulatory burden on businesses and therefore repealing weighmaster license standards is proper; and

WHEREAS, to streamline enforcement of weights and measures standards, the Consumer Protection Division will adopt a citation-based enforcement process similar to other divisions of the Department of Finance and Administrative Services; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Chapter 7.04 of the Seattle Municipal Code, last amended by Ordinance 125449, is amended as follows:

CHAPTER 7.04 WEIGHTS AND MEASURES CODE

~~((Subchapter I General Provisions))~~

7.04.005 Title-Citation((-))

This ~~((chapter))~~ Chapter 7.04 shall be known and designated as the "Weights and Measures Code," may be cited as such, and is referred to herein as "this code."

7.04.010 Definitions ((generally:))

For the purposes of this code(, the words set out in this subchapter shall have the following meanings:):

"Electronic price scanning system" means one or more electronic computational devices that determine the price of a product using the Universal Product Codes (UPCs or "bar codes," e.g. price scanning devices), or Price Look-up (PLU) Codes.

"Person" means any individual, receiver, administrator, executor, assignee, trustee in bankruptcy, trust, estate, firm, copartnership, joint venture, club, company, business trust, corporation, association, society, or any group of individuals acting as unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise.

~~**(7.04.015 Barrel.**~~

~~"Barrel," when used in connection with fermented liquor, means a unit of thirty-one (31) gallons.~~

~~**7.04.020 City Sealer-Deputy Sealer.**~~

~~"City Sealer" and "Deputy Sealer" mean, respectively, a Sealer of weights and measures and a Deputy Sealer of weights and measures of the City.~~

~~**7.04.025 Commodity in package form.**~~

~~"Commodity in package form" means a commodity put up or packaged in any manner in advance of sale in units suitable for either wholesale or retail sale, exclusive, however, of an auxiliary shipping container enclosing packages that individually conform to the requirements of this code. An individual item or lot of any commodity not in package form as defined in this section, but on which there is marked a selling price based on an established price per unit of weight or measure, shall be construed to be a commodity in package form.~~

~~**7.04.030 Consumer package-Package of consumer commodity.**~~

~~"Consumer package" or "package of consumer commodity" means a commodity in package form that is customarily produced or distributed for sale through retail sales agencies or instrumentalities for consumption by individuals or use by individuals for the purposes of personal care or in the performance of services ordinarily rendered in or about the household or in connection with personal possessions.~~

~~7.04.035 Cord.~~

~~"Cord," when used in connection with wood intended for fuel purposes, means the amount of wood that is contained in a space of one hundred twenty-eight (128) cubic feet, when the wood is raked and well stowed.~~

~~7.04.038 Electronic price scanning system.~~

~~"Electronic price scanning system" means one (1) or more electronic computational devices that determine the price of a product using the Universal Product Codes (UPCs or "bar codes," e.g. price scanning devices), or Price Look-up (PLU) Codes.~~

~~7.04.040 Fish.~~

~~"Fish" means any water-breathing animal, including shellfish, such as but not limited to, lobster, clam, crab or other mollusca which is prepared, processed, sold or intended or offered for sale.~~

~~7.04.045 Intrastate commerce.~~

~~"Intrastate commerce" means any and all commerce or trade that is begun, carried on, and completed wholly within the limits of the State of Washington, and the phrase "introduced into intrastate commerce" defines the time and place at which the first sale and delivery of a commodity is made within the state, the delivery being made either directly to the purchaser or to a common carrier for shipment to the purchaser.~~

~~7.04.050 Meat.~~

~~"Meat" means and includes all animal flesh, carcasses, or parts of animals, and shall include fish, shellfish, game, poultry, and meat food products of every kind and character, whether fresh, frozen, cooked, cured, dried, pickled or processed.~~

~~7.04.055 Nonconsumer package-Package of nonconsumer commodity.~~

~~"Nonconsumer package" or "package of nonconsumer commodity" means any commodity in a package form other than a consumer package, and particularly a package designed solely for industrial or institutional use or for wholesale distribution only.~~

~~7.04.060 Person.~~

~~"Person" means both the plural and singular, as the case demands, and shall include individuals, partnerships, corporations, companies, societies, and associations, and every officer, agent or employee thereof.~~

~~**7.04.065 Poultry.**~~

~~"Poultry" means all fowl, domestic or wild, which is prepared, processed, sold or intended or offered for sale.~~

~~**7.04.070 Sell-Sale.**~~

~~"Sell" and "sale" include barter and exchange.~~

~~**7.04.075 Ton.**~~

~~"Ton" means a unit of two thousand (2,000) pounds avoirdupois weight.~~

~~**7.04.080 Weight(s) and measure(s).**~~

~~"Weight(s) and measure(s)" means the recognized standards or units of measure used to indicate the size, quantity, capacity, count, extent, area, heaviness, or measurement of any consumable commodity.~~

~~**7.04.085 Weighing and measuring instrument or device.**~~

~~"Weighing or measuring instrument or device" means any equipment or apparatus used commercially to establish the size, quantity, capacity, count, extent, area, heaviness, or measurement of quantities, things, produce, or articles for distribution or consumption, that are purchased, offered or submitted for sale, hire, or award on the basis of weight, measure or count, including any accessory attached to or used in connection with a weighing or measuring instrument or device when such accessory is so designed or installed that its operation affects, or may affect, the accuracy or indication of the device. This definition shall be strictly limited to those weighing or measuring instruments or devices governed by Handbook 44 as adopted under RCW 19.94.195.~~

~~The term shall not be construed to include meters for the measurement of electricity, gas (natural or manufactured), or water when the same are operated in a public utility system. Such electricity, gas, and water meters are specifically excluded from the purview of this code, and none of the provisions of this code shall be construed to apply to such meters or to any appliances or accessories associated therewith.~~

~~**Subchapter II Official Standards))**~~

7.04.100 Systems (~~(adopted)~~) and standards generally

A. The system of weights and measures in customary use in the United States and the metric system of weights and measures are jointly recognized, and either one (~~((+))~~) or both of these systems shall be used for all commercial purposes in the City. The definitions of basic units of weight and measure(~~(, the tables of weight and measure,))~~) and weights and measures equivalents, as published by the National (~~(Bureau of Standards, and recognized by the state))~~) Institute of Standards and Technology or any successor organization are recognized and shall govern weighing and measuring (~~(equipment and))~~ instruments or devices used in commercial activities and other transactions involving weights and measures in the City.

~~**(7.04.105 City standards Examination and approval.**~~

~~Such weights and measures in conformity with the standards of the United States as have been obtained by the City for use as City standards, shall, when the same have been examined and approved by the Director of the Department of Agriculture of the state, be the official City standards of weight and measure. The City standards shall be kept in a safe and suitable place designated by the City Sealer except for repairs or for certification, and they shall be submitted at least once every five (5) years to the Director of the Department of Agriculture of the state for testing and approval. The official City standards shall be used only in verifying the office or field standards and for scientific purposes.~~

7.04.110 Working standards and equipment.)

B. In addition to the official City standards provided for in Section 7.04.105, there shall be supplied by the City (~~(such ")~~)field standards(~~(")~~) and (~~(such)~~) equipment as (~~(may be found)~~) necessary to carry out the provisions of this code. The field standards shall be verified upon their (~~(initial)~~) receipt and at least once (~~(each year thereafter))~~) every two years, pursuant to RCW 19.94.216, by direct comparison with the official (~~(City))~~) state standards.

7.04.105 Standards adopted

Except as otherwise modified in this code, the City adopts the following national standards:

National standard for:	Contained in the:
A. The specifications, tolerances, and other technical requirements for the design, manufacture, installation, performance test, and use of weighing and measuring equipment	2020 Edition of <i>NIST Handbook 44 - Specifications, Tolerances, and Other Technical Requirements for Weighing and Measuring Devices</i>
B. The procedures for checking the accuracy of the net contents of packaged goods	2020 Edition of <i>NIST Handbook 133 - Checking the Net Contents of Packaged Goods</i>
C. The requirements for packaging and labeling, method of sale of commodities, national type evaluation, examination procedures for price verification, and engine fuels, petroleum products and automotive lubricants	2020 Edition of <i>NIST Handbook 130 - Uniform Laws and Regulations in the areas of legal metrology and engine fuel quality</i> . Specifically:
1. Weights and measures requirements for all food and nonfood commodities in package form	<i>Uniform Packaging and Labeling Regulation</i> as adopted by the National Conference on Weights and Measures and published in <i>NIST Handbook 130</i> , 2020 Edition.
2. Weights and measures requirements for the method of sale of food and nonfood commodities	<i>Uniform Regulation for the Method of Sale of Commodities</i> as adopted by the National Conference on Weights and Measures and published in <i>NIST Handbook 130</i> , 2020 Edition.
3. Weights and measures requirements for price verification	<i>Examination Procedure for Price Verification</i> as adopted by the National Conference on Weights and Measures and published in <i>NIST Handbook 130</i> , 2020 Edition.
4. Definitions; standard fuel specifications; classification and method of sale of petroleum products; retail storage tanks and dispenser filters; condemned product; product registration; and test methods and reproducibility limits	<i>Uniform Engine Fuels and Automotive Lubricants Regulation</i> as adopted by the National Conference on Weights and Measures and published in <i>NIST Handbook 130</i> , 2020 Edition.
5. Weights and measures requirements for national type evaluation	<i>Uniform Regulation for National Type Evaluation</i> as adopted by the National Conference on Weights and Measures and published in <i>NIST Handbook 130</i> , 2020 Edition.

7.04.115 Modifications to NIST Handbook 130

A. The City adopts the following modifications to the listed sections of the *Uniform Regulation for the Method of Sale of Commodities* requirements published in *NIST Handbook 130*, identified in subsection

7.04.105.C.2:

<u>Modified section</u>	<u>M</u>
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Section 2.20.1.
Method of Retail
Sale

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- (a) All automotive gasoline offered, or exposed for sale, oxygen shall be identified as predominant oxygenate in the mass percent oxygen to the Where mixtures of only ethoxy oxygenate followed by the blend fuels containing more be identified as "with" or "c
- (b) Methanol at one percent vehicle fuel must be labeled in the motor vehicle fuel.
- (c) Gasoline-ethanol blend f volume, must be labeled "C
- (d) This information shall be front panel in a position clear at least 12.7 mm (1/2 in.) in

Section 2.23.2.
Animal Bedding

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Section 2.30.2.
Labeling
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Section 2.31.2.
Labeling of Retail
Dispensers

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- (a) Each retail dispenser of five percent biodiesel must
- (b) This information shall be in a position clear and conspicuous, at least 1.5 inches (1/2 in.) in height, 1.5 r

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(a) Each retail dispenser of 1 percent biodiesel must be labeled with a numerical value representing the percentage of biodiesel with either "biodiesel" or "biodiesel blend".

(b) This information shall be displayed in a position clear and conspicuous, at least 1.5 inches (1/2 in.) in height, 1.5 inches

Section 2.31.4.

Exemption

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B. The City adopts the following modifications to the listed sections of the *Uniform Engine Fuels and Automotive Lubricants Regulation* requirements published in *NIST Handbook 130*, identified in subsection

7.04.105.C.4:

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Section 2.1.2.
Gasoline-Ethanol
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Section 3.15.2.
Labeling of Retail
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<p>Section 3.15.4. Exemption</p>	<p>D e l e t e s e c t i o n 3 1 5 4</p>
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C. The City adopts the following modifications to the listed sections of the Uniform Regulation for National Type Evaluation requirements published in *NIST Handbook 130*, identified in subsection 7.04.105.C.5:

<u>Modified section</u>	<u>Modification</u>
Section 2.3. Director	Modify the existing text in section 2.3 with the following: "Director - Means the director of the Department of Finance and Administrative Services."
Section 4. Prohibited Acts and Exemptions	<p>Modify the existing text in subsection (c) with the following: "A device in service in this state prior to July 5, 1997, that meets the specifications, tolerances, and other technical requirements of the <i>National Institute of Standards and Technology Handbook 44</i> shall not be required to be traceable to an active CC."</p> <p>Modify the existing text in subsection (d) with the following: "A device in service in this state prior to July 5, 1997, removed from service by the owner or on which the department has issued a removal order after July 5, 1997, and returned to service at a later date shall be modified to meet all specifications, tolerances, and other technical requirements of the National Institute of Standards and Technology Handbook 44 effective on the date of the return to service. Such a device shall not be required to be traceable to an active CC."</p>

	<p><u>Modify the existing text in subsection (e) with the following: "A device in service in this state prior to July 5, 1997, which is repaired after such date shall meet the specifications, tolerances, and other technical requirements of the National Institute of Standards and Technology Handbook 44 and shall not be required to be traceable to an active CC."</u></p> <p><u>Modify the existing text in subsection (f) with the following: "A device in service in this state prior to July 5, 1997, that is still in use may be installed at another location in this state provided the device meets requirements in effect as of the date of installation in the new location; however, the device shall not be required to be traceable to an active CC."</u></p> <p><u>Modify the existing text in subsection (g) with the following: "A device in service in another state prior to July 5, 1997, may be installed in this state; however, the device shall meet the specifications, tolerances, and other technical requirements for weighing and measuring devices in the National Institute of Standards and Technology Handbook 44 and be traceable to an active CC."</u></p>
Section 5. Participating Laboratory and Agreements	<u>Modify the existing text to delete section 5.</u>
Section 6. Revocation of Conflicting Regulations	<u>Modify the existing text to delete section 6.</u>
Section 7. Effective Date	<u>Modify the existing text to delete section 7.</u>

~~((Subchapter III City Sealer))~~

7.04.130 ((Director of Finance and Administrative Services designated as)) City Sealer((-))

There shall be a City Sealer of Weights and Measures, referred to in this Code as the City Sealer. The Director of Finance and Administrative Services ("Director") shall be the City Sealer. There shall be such other necessary (~~((Deputy Sealers))~~) inspectors (serving as deputy sealers within the meaning of RCW 19.94.010) and technical and clerical personnel, as the City Council may from time to time authorize, who shall be appointed by the Director subject to (~~((Civil Service))~~) civil service laws and regulations.

7.04.135 Powers and duties((-))

The City Sealer shall have the custody of the City standards of weight and measure and of the other standards and equipment provided for by this code((-)) and shall keep accurate records of the same. The City Sealer, as

well as Deputy Sealers when under the instructions and at the direction of the City Sealer, shall enforce the provisions of this code and of ~~((the State Weights and Measures Act (RCW Chapter))~~ chapter 19.94 RCW~~(())~~ as contemplated by RCW 19.94.190. ~~((He))~~ The City Sealer shall have and keep a general supervision over the weights and measures offered for sale, sold, or in use in the City. ~~((He))~~ The City Sealer may establish rules and regulations consistent with this code for enforcing and carrying out ~~((the))~~ its provisions ~~((of this code))~~.

~~((7.04.140 Official guide of City Sealer - Correct or incorrect apparatus.~~

~~The City Sealer shall use as his official guide in the enforcement of this code the specifications, tolerances, and other technical requirements for commercial weighing and measuring devices as adopted by the National Conference on Weights and Measures and published in the National Bureau of Standards Handbook 44, and supplements thereto and revisions thereof.~~

~~For the purpose of this code, apparatus shall be deemed to be "correct" when it conforms to all such applicable specifications, tolerances, and regulations; other apparatus shall be deemed to be "incorrect."~~)

7.04.145 General testing~~(())~~

A. When not otherwise provided by law, the City Sealer shall have the power to inspect and test, to ascertain if they are correct, all weights and measures kept, offered, or exposed for sale. It shall be the duty of the City Sealer to inspect and test, to ascertain if they are correct, all weights and measures commercially used as often as necessary to secure compliance with this code. This shall include but not be limited to commercial use: (1) in determining the weight, measurement, or count of commodities or things sold, or offered or exposed for sale, on the basis of weight or of measure, (2) in computing the basic charge or payment for services rendered on the basis of weight or measure, or (3) in determining weight or measurement when a charge is made for such determination; provided, that with respect to single-service devices, that is, devices designed to be used commercially only once and to be then discarded, and with respect to devices uniformly mass-produced, as by means of a mold or die, and not susceptible of individual adjustment, the inspection and testing of each individual device shall not be required and the inspecting and testing requirements of this ~~((section))~~

Section 7.04.145 will be satisfied when inspections and tests are made on representative sample lots of such devices; and the larger lots of which such sample lots are representative shall be held to be correct or incorrect upon the basis of the results of the inspections and tests on such sample lots.

B. The City Sealer shall have the power to inspect and test, to ascertain if they are correct, all electronic price scanning systems, as often as necessary to secure compliance with this code. (~~Electronic price scanning systems will be inspected following procedures contained in National Conference on Weights and Measures (NCWM) Publication 19 Examination Procedure for Price Verification (August 1995) as revised.~~

~~**7.04.150 Investigations.**~~

~~The City Sealer shall investigate complaints made to him concerning violations of this code, and shall, upon his own initiative, conduct such investigations as he deems appropriate and advisable to develop information on prevailing procedures in commercial quantity determinations and on possible violations of the provisions of this code and to promote the general objective of accuracy on the determination and representation of quantity in commereial transactions.~~

~~**7.04.155 Inspection of packages.**~~

~~The City Sealer shall, from time to time, weigh or measure and inspect packages or amounts of commodities kept, offered, or exposed for sale, sold, or in the process of delivery, to determine whether the same contain the amounts represented and whether they be kept, offered, or exposed for sale, or sold, in accordance with law; and when such packages or amounts of commodities are found not to contain the amounts represented or are found to be kept, offered, or exposed for sale, or sold in violation of law, the City Sealer may order them off sale and may mark or stamp them in a manner as to show them to be "illegal."~~

~~In carrying out the provisions of this section, the City Sealer may employ recognized sampling procedures under which the compliance of a given lot of packages will be determined on the basis of the result obtained on a sample selected from and representative of such lot.~~

~~No person shall:~~

~~(A) sell, or keep, offer, or expose for sale any package or amount of commodity that has been ordered off sale as provided in this section unless and until such package or amount of commodity has been brought into full compliance with legal requirements, or~~

~~(B) dispose of any package or amount of commodity that has been ordered off sale and that has not been brought into compliance with legal requirements, in any manner except with the specific approval of the City Sealer.~~

7.04.160 Stop-use, stop-removal, and removal orders.

~~The City Sealer shall have the power to issue stop-use orders, stop-removal orders, and removal orders with respect to weights and measures being, or susceptible of being, commercially used, and to issue stop-removal orders and removal orders with respect to packages or amounts of commodities kept, offered, or exposed for sale, sold, or in process of delivery, whenever in the course of his enforcement of the provisions of this code he deems it necessary or expedient to issue such orders. No person shall use, remove from the premises specified, or fail to remove from the premises specified, any weight, measure, or package or amount of commodity contrary to the terms of a stop-use order, stop-removal order, or removal order issued under the authority of this section.~~

7.04.165 Disposition of correct and incorrect apparatus.

~~The City Sealer shall approve for use and seal or mark with appropriate devices such weights and measures as he finds upon inspection and test to be "correct" as defined in Section 7.04.140, and shall reject and mark or tag as "rejected" such weights and measures as he finds, upon inspection or test, to be "incorrect" as defined in Section 7.04.140, but which in his best judgment are susceptible of satisfactory repair; provided, that the sealing or marking requirements of this section shall not be required with respect to such weights and measures as have been exempted by regulation of the City Sealer on the basis that such sealing or marking would be inappropriate, impracticable, or damaging to the apparatus in question.~~

~~The City Sealer shall condemn, and may seize and may destroy, weights and measures found to be incorrect~~

~~that in his best judgment are not susceptible of satisfactory repair.~~

~~Weights and measures that have been rejected may be confiscated and may be destroyed by the City Sealer if not corrected as required by Section 7.04.170 or if used or disposed of contrary to the requirements of Section 7.04.170.~~

~~**7.04.170 Duty of owners of incorrect apparatus.**~~

~~Weights and measures that have been rejected under the authority of the City Sealer or a Deputy Sealer shall remain subject to the control of the rejecting authority until such time as suitable repair or disposition thereof has been made as required by this section.~~

~~The owners of such rejected weights and measures shall cause the same to be made correct within ten (10) days or such longer period as may be authorized by the rejecting authority; or, in lieu thereof, may dispose of the same, but only in such manner as is specifically authorized by the rejecting authority.~~

~~Weights and measures that have been rejected shall not again be used commercially until they have been officially reexamined and found to be correct or until specific written permission for such use is issued by the rejecting authority.)~~

~~**7.04.175 ((Police powers-Right of entry.)) Rejection - Seizure for use as evidence - Entry of premises - Search warrant**~~

~~A. With respect to the enforcement of chapter 19.94 RCW or the rules adopted under the provisions of chapter 19.94 RCW, or this code, and any other law dealing with weights and measures((, packaging, or electronic price scanning systems)) that the City Sealer is, or may be empowered to enforce, the City Sealer ((is vested with the powers of a special policeman, and is authorized to arrest any violator of the code and to seize for use as evidence incorrect or unsealed weights and measures or amounts or packages or commodity, used, retained, offered or exposed for sale, or sold in violation of law. Upon presentation of proper credentials, the City Sealer is authorized with the consent of the occupant or pursuant to a lawfully issued warrant at reasonable times during the normal business hours of the person using the weights and measures or electronic price~~

~~scanning to enter into or upon any structure or premises where weights and measures or electronic price scanning are used or kept for commercial purposes for the purpose of performing any duty imposed upon the City Sealer by this code.)) may reject or seize for use as evidence incorrect weighing or measuring instruments or devices or packages of commodities to be used, retained, offered, exposed for sale, or sold in violation of the law.~~

B. In the performance of official duties conferred under chapter 19.94 RCW or the rules adopted under the provisions of chapter 19.94 RCW, or this code, the City Sealer is authorized at reasonable times during the normal business hours of the person using a weighing or measuring instrument or device to enter into or upon any structure or premises where such weighing or measuring instrument or device is used or kept for commercial purposes. If the City Sealer is denied access to any premises or establishment where such access was sought for the purposes set forth in chapter 19.94 RCW or the rules adopted under the provisions of chapter 19.94 RCW, or this code, the City Sealer may apply to any court of competent jurisdiction for a search warrant authorizing access to such premises or establishment for such purposes. The court may, upon such application, issue the search warrant for the purposes requested.

7.04.180 Powers and duties of ~~((Deputy Sealers.))~~ inspectors

The powers and duties given ~~((to and imposed upon the City Sealer by Sections 7.04.140 through 7.04.165 and 7.04.175))~~ by law to the City Sealer are given to ~~((and imposed upon the Deputy Sealers))~~ inspectors also, when acting under the instructions and at the direction of the City Sealer.

~~((Subchapter IV Packaging Generally~~

~~7.04.200 Methods of sale Measures, weights or counts.~~

~~Commodities in liquid form shall be sold only by liquid measure or by weight, and, except as otherwise provided in this code, commodities not in liquid form shall be sold only by weight, by measure of length or area, or by count; provided, that liquid commodities may be sold by weight and commodities not in liquid form may be sold by count only if such methods give accurate information as to the quantity of commodity sold; and~~

~~provided further, that the provisions of this section shall not apply: (A) to commodities when sold for immediate consumption on the premises where sold, (B) to vegetables when sold by the head or bunch, (C) to commodities when in package form or in containers standardized by a law of the state or by federal law, (D) to commodities in package form when there exists a general consumer usage to express the quantity in some other manner, (E) to concrete aggregates, concrete mixtures, and loose solid materials such as earth, soil, gravel, crushed stone, and the like, when sold by cubic measure, or (F) to unprocessed vegetable and animal fertilizer when sold by cubic measure.~~

~~**7.04.205 Declarations of quantity and origin.**~~

~~Except as otherwise provided in this code, any commodity in package form introduced or delivered for introduction into or received in intrastate commerce, kept for the purpose of sale, or offered or exposed for sale in intrastate commerce, shall bear on the outside of the package definite, plain, and conspicuous declarations of: (A) the identity of the commodity in the package unless the same can easily be identified through the wrapper or container, (B) the net quantity of the contents in terms of weight, measure, or count, and (C) in the case of any package kept, offered, or exposed for sale, or sold, any place other than on the premises where packed, the name and place of business of the manufacturer, packer, or distributor; provided, that in connection with the declaration required under clause (B), neither the qualifying term "when packed" or any words of similar import, nor any term qualifying a unit of weight, measure, or count (for example, "jumbo," "giant," "full," and the like) that tends to exaggerate the amount of commodity in a package, shall be used.~~

~~**7.04.210 Declarations of single unit price on random packages.**~~

~~In addition to the declarations required by Section 7.04.205, any commodity in package form, the package being one of a lot containing random weights, measures, or counts of the same commodity and bearing the total selling price of the package, shall bear on the outside of the package a plain and conspicuous declaration of the price per single unit of weight, measure, or count.~~

~~**7.04.215 Misleading packages.**~~

~~No commodity in package form shall be so wrapped, nor shall it be in a container so made, formed, or filled, as to mislead the purchaser as to the quantity of the contents of the package.~~

~~**7.04.220 Advertising packages for sale.**~~

~~Whenever a commodity in package form is advertised in any manner and the retail price of the package is stated in the advertisement, there shall be closely and conspicuously associated with such statement of price a declaration of the basic quantity of contents of the package as is required by law or regulation to appear on the package; provided, that where the law or regulation requires a dual declaration of net quantity to appear on the package, only the declaration that sets forth the quantity in terms of the smaller unit of weight or measure (the declaration that is required to appear first and without parentheses on the package) need appear in the advertisement; and provided further, that there shall not be included as part of the declaration required under this section such qualifying terms as "when packed," "minimum," "not less than," or any other terms of similar import, nor any term qualifying a unit of weight, measure, or count (for example, "jumbo," "giant," "full," and the like) that tends to exaggerate the amount of commodity in the package.~~

~~**Subchapter V Packaging Specifications**~~

~~**7.04.250 Subchapter applicability.**~~

~~This subchapter shall apply to commodities in package form except those:~~

- ~~A. In inner wrappings not intended to be individually sold to the consumer;~~
- ~~B. In auxiliary containers not intended to be sold to the consumer intact, bearing no printed matter pertaining to any commodity, and enclosing packages that are individually marked in conformance with the requirements of this subchapter;~~
- ~~C. In containers used for retail tray pack displays when the container is not intended to be sold; or~~
- ~~D. Commodities put up in variable weights and sizes for sale intact and intended to be either weighed or measured at the time of sale, where no package quantities are represented, and where the method of sale is clearly indicated in close proximity to the quantity being sold; or~~

~~E. Open carriers and transparent wrappers or carriers for containers when the wrappers or carriers do not bear any written, printed, or graphic matter obscuring the label information required by this code.~~

~~7.04.255 Definitions.~~

~~A. "Label" means any written, printed, or graphic matter affixed to, applied to, attached to, blown into, formed, molded into, embossed on, or appearing upon or adjacent to a consumer commodity or a package containing any consumer commodity, for purposes of branding, identifying, or giving any information with respect to the commodity or to the contents of the package.~~

~~B. "Multiunit package" means a package containing two or more individual packages of the same commodity, in the same quantity, with the individual packages intended to be sold as part of the multiunit package but capable of being individually sold in full compliance with all requirements of this code.~~

~~C. "Package" means any container or wrapper in which any commodity is enclosed for use in the delivery or display for sale of that commodity, but does not include shipping containers or wrappers used solely for the transportation of any such commodity in bulk or in quantity to manufacturers, processors, or distributors.~~

~~D. "Principal display panel or panels" means that part, or those parts, of a label that is, or are, so designed as to be most likely to be displayed, presented, shown, or examined under normal and customary conditions of display and purchase. Wherever a principal display panel appears more than once on a package, all requirements pertaining to the principal display panel shall pertain to all such principal display panels.~~

~~E. "Random package" means a package that is one of a lot, shipment, or delivery of packages of the same consumer commodity with varying weights; that is, packages of the same consumer commodity with no fixed pattern of weight.~~

~~7.04.260 Declaration of identity-Contents.~~

~~A declaration of identity shall appear on the principal display panel and shall positively identify the commodity in the package by its common or usual name, description, generic term, or the like.~~

~~7.04.265 Declaration of identity-Placement.~~

~~A declaration of identity shall appear generally parallel to the base on which the package rests as it is designed to be displayed.~~

~~7.04.270 Identification of manufacturer, packer or distributor.~~

~~A. Any package kept, offered, or exposed for sale, or sold, at any place other than on the premises where packed shall specify conspicuously on the label of the package the name and address of the manufacturer, packer, or distributor. The name shall be the actual corporate name, or, when not incorporated, the name under which the business is conducted. The address shall include street address, city, state, and ZIP Code; however, the street address may be omitted if this is shown in a current city directory or telephone directory. The requirement for inclusion of the ZIP Code shall apply only to labels that have been developed or revised after July 1, 1968.~~

~~B. If a person manufactures, packs, or distributes a commodity at a place other than his principal place of business, the label may state the principal place of business in lieu of the actual place where the commodity was manufactured or packed or is to be distributed, unless such statement would be misleading. Where the commodity is not manufactured by the person whose name appears on the label, the name shall be qualified by a phrase that reveals the connection such person has with such commodity, such as "Manufactured for and packed by _____," "Distributed by _____," or any other wording of similar import that expresses the facts.~~

~~7.04.275 Declaration of quantity-Largest whole unit.~~

~~Where this subchapter requires that the quantity declaration be in terms of the largest whole unit, the declaration shall, with respect to a particular package, be in terms of the largest whole unit of weight or measure, with any remainder expressed in:~~

~~A. Common or decimal fractions of such largest whole unit; or in~~

~~B. The next smaller whole unit, or units, with any further remainder in terms of common or decimal fractions of the smallest unit present in the quantity declaration.~~

7.04.280 Net quantity.

The principal display panel of the package shall bear a declaration of the net quantity of the commodity in the package exclusive of wrappers and any other material packed with such commodity; provided, that the declaration of quantity on an aerosol package shall disclose the net quantity of the commodity (including propellant) that will be expelled when the instructions for use as shown on the container are followed; and provided further, that the term "net weight" shall be used when stating the net quantity of contents in terms of weight; and provided further, that a quantity declaration may appear on more than one (1) line of print or type.

7.04.285 Terms used to describe quantity.

The declaration of the quantity of a particular commodity shall be expressed in such terms of weight, measure, or count, or a combination of count and weight, measure, or size, as have been firmly established in general consumer usage and trade custom and as give accurate and adequate information as to the quantity of the commodity; provided, that if there exists no firmly established general consumer usage and trade custom with respect to the terms used in expressing such declaration of quantity, the declaration shall be in terms of liquid measure if the commodity is liquid, or in terms of weight if the commodity is solid, semisolid, viscous, or a mixture of solid and liquid; and provided further, that if the commodity is packaged in an aerosol container, the declaration shall be in terms of weight (including the propellant).

7.04.290 Quantity in weight or measure.

A declaration of quantity in terms of weight or measure shall be accompanied by a declaration of the count or size of the individual units of the commodity, unless the declaration of weight or measure alone is fully informative to the consumer. Such declaration shall appear on the principal display panel.

7.04.295 Quantity in count.

A declaration of quantity in terms of count shall be supplemented by a declaration of the weight, measure, or size of the individual units of the commodity, or of the total weight or measure of the commodity, unless a declaration of count alone is fully informative to the consumer. Such declaration shall appear on the principal

~~display panel.~~

~~7.04.300 Multi-unit packages.~~

~~A. Any package containing more than one (1) individual commodity in package form of the same commodity shall bear on the outside of the package a declaration of:~~

~~1. The number of individual units;~~

~~2. The quantity of each individual unit; and~~

~~3. The total quantity of the contents of the multi-unit package; provided, that the requirement for a declaration of the total quantity of contents of a multiunit package shall be effective with respect to those labels revised after January 1, 1970. Any such declaration of total quantity shall not be required to include the parenthetical quantity statement of a dual quantity representation.~~

~~B. Whenever the quantity declaration appearing on individual units of a multiunit package is located other than in the lower thirty percent (30%) of the principal display panel, the individual units of that multiunit package may not be separately sold.~~

~~7.04.305 Combination packages.~~

~~Any package containing individual units of dissimilar commodities (such as an antiquing kit, for example) shall bear on the label of the package a quantity declaration for each unit.~~

~~7.04.310 Variety packages.~~

~~Any package containing individual units of reasonably similar commodities (such as, for example, seasonal gift packages, variety packages of cereal) shall bear on the label of the package a declaration of the total quantity of commodity in the package.~~

~~7.04.315 Cylindrical containers.~~

~~In the case of cylindrical or nearly cylindrical containers, information required to appear on the principal display panel shall appear within that forty percent (40%) of the circumference which is most likely to be displayed, presented, shown, or examined under customary conditions of display for retail sale.~~

7.04.320 Units of measure to be used.

A declaration of quantity:

A. In units of weight, shall be in terms of the avoirdupois pound or ounce;

B. In units of liquid measure, shall be in terms of the United States gallon of two hundred thirty one (231) cubic inches or liquid quart, liquid pint, or fluid ounce subdivisions of the gallon, and shall express the volume at sixty eight (68) degrees Fahrenheit (twenty (20) degrees Centigrade), except in the case of petroleum products, for which the declaration shall express the volume at sixty (60) degrees Fahrenheit (15.6 degrees Centigrade), and except also in the case of a commodity that is normally sold and consumed while frozen, for which the declaration shall express the volume at the frozen temperature, and except also in the case of a commodity that is normally sold in the refrigerated state, for which the declaration shall express the volume at forty (40) degrees Fahrenheit (four (4) degrees Centigrade);

C. In units of linear measure, shall be in terms of the yard, foot, or inch;

D. In units of area measure, shall be in terms of the square yard, square foot, or square inch;

E. In units of dry measure, shall be in terms of the United States bushel of 2,150.42 cubic inches, or peck, dry quart, and dry pint subdivisions of the bushel;

F. In units of cubic measure shall be in terms of the cubic yard, cubic foot, or cubic inch;

Provided, that in the case of drugs, in lieu of any requirement to the contrary, the declaration of quantity may be in terms of a unit of the metric system of weight or measure: and provided further, that in the case of a commodity packed for export shipment, the declaration of quantity may be in terms of a system of weight or measure in common use in the country to which such shipment is to be exported; and provided further, that when packages of fluid dairy products and packages of ice cream and similar frozen desserts are put up for sale in quantities of eight (8), sixteen (16), thirty two (32) or sixty four (64) fluid ounces, the quantity declaration may be expressed as "(1/2) pint," "1 pint," "1 quart," "1/2 gallon," "1 gallon," respectively.

7.04.325 Abbreviations.

Any of the following abbreviations, and none other, may be employed in the quantity statement of a commodity or package of commodity:

avoirdupois	avdp	ounce	oz	cubic-centi-	
cubic	cu	pint	pt	meter	cc
feet or foot	ft	pound	lb	gram	g
fluid	fl	quart	qt	kilogram	kg
gallon	gal	square	sq	microgram	mcg
inch	in	weight	wt	milligram	mg
liquid	liq	yard	yd	milliliter	ml

(There normally are no periods following, nor plural forms of, these abbreviations. For example, the abbreviation is "oz" for both "ounce" and "ounces.")

7.04.330 Units with two or more meanings.

When the term "ounce" is employed in a declaration of liquid quantity, the declaration shall identify the particular meaning of the term by the use of the term "fluid"; however, such distinction may be omitted when, by association of terms (for example, as in 1 pint 4 ounces), the proper meaning is obvious. Whenever the declaration of quantity is in terms of the dry pint or dry quart, the declaration shall include the word "dry."

7.04.335 Quantity of less than one foot, square foot, pound, or pint.

The declaration of quantity shall be expressed in terms of:

- A. In the case of length measure of less than one foot (1'), inches and fractions of inches;
- B. In the case of area measure of less than one (1) square foot, square inches and fractions of square inches;
- C. In the case of weight or fluid measure of less than one (1) pound or one (1) pint, ounces and fractions of ounces;

Provided, that the quantity declaration appearing on a random package may be expressed in terms of decimal fractions of the largest appropriate unit, the fraction being carried out to not more than two (2) decimal places.

~~7.04.340 Quantity of four or more feet, square feet, pounds, or gallons.~~

In the case of:

- A. Length measure of four feet (4') or more;
 - B. Area measure of four (4) square feet or more; and
 - C. Weight or fluid measure of four (4) pounds or more, or one (1) gallon or more;
- the declaration of quantity shall be expressed in terms of the largest whole unit.

~~7.04.345 Weight or fluid measure Dual quantity declaration.~~

On packages containing one (1) pound or more but less than four (4) pounds, or one (1) pint or more but less than one (1) gallon, the declaration shall be expressed in ounces and, in addition, shall be followed by a declaration, presented in parentheses, in terms of the largest whole unit; provided, that the quantity declaration appearing on a random package may be expressed in terms of pounds and decimal fractions of the pound carried out to not more than two (2) decimal places.

~~7.04.350 Length measure Dual quantity declaration.~~

On packages containing one foot (1') or more but less than four feet (4'), the declaration shall be expressed in inches and, in addition, shall be followed in parentheses by a declaration expressed in terms of the largest whole unit; provided, that the quantity declaration appearing on a random package may be expressed in terms of feet and decimal fractions of the foot carried out to not more than two (2) decimal places.

~~7.04.355 Area measure Dual quantity declaration.~~

On packages containing one (1) square foot or more but less than four (4) square feet, the declaration shall be expressed in square inches and, in addition, shall be followed in parentheses by a declaration expressed in terms of the largest whole unit; provided, that the quantity declaration appearing on a random package may be expressed in terms of square feet and decimal fractions of the square foot carried out to not more than two (2) decimal places.

~~7.04.360 Bidimensional commodities.~~

For bidimensional commodities (including roll-type commodities) the quantity declaration shall be expressed:

A. If less than one (1) square foot, in terms of linear inches and fractions of linear inches;

B. If at least one (1) square foot but less than four (4) square feet, in terms of square inches followed in parentheses by a declaration of both the length and width, each being in terms of the largest whole unit; provided, that:

1. No square inch declaration is required for a bidimensional commodity of four inches (4") width or less, and

2. A dimension of less than two feet (2') may be stated in inches within the parenthetical, and

3. Commodities consisting of usable individual units (except roll-type commodities with individual usable units created by perforations, for which see Section 7.04.365) require a declaration of unit area but not a declaration of total area of all such units;

C. If four (4) square feet or more, in terms of square feet followed in parentheses by a declaration of the length and width in terms of the largest whole units; provided, that:

1. No declaration in square feet is required for a bidimensional commodity with a width of four inches (4") or less,

2. A dimension of less than two feet (2') may be stated in inches within the parenthetical, and

3. No declaration in square feet is required for commodities for which the length and width measurements are critical in terms of end use (such as tablecloths or bedsheets) if such commodities clearly present the length and width measurements on the label.

7.04.365 Count Ply.

A. If the commodity is in individually usable units of one or more components or ply, the quantity declaration shall, in addition to complying with other applicable quantity declaration requirements of this subchapter, include the number of ply and the total number of usable units.

B. Roll-type commodities, when perforated so as to identify individual usable units, shall not be deemed

to be made up of usable units; however, such roll-type commodities shall be labeled in terms of:

1. Total area measurement; and
2. Number of ply;
3. Count of usable units; and
4. Dimensions of a single usable unit.

7.04.370 Reduction of fractions.

Fractions employed in declarations of quantity may be either common fractions or decimal fractions. A common fraction shall be in terms of halves, quarters, eighths, sixteenths, or thirty-seconds, and shall be reduced to its lowest terms. A decimal fraction shall not be carried out to more than two places; provided, that if there exists with respect to a particular commodity a firmly established general consumer usage and trade custom contrary to the requirement pertaining to common fractions, as set forth in this section, for the reduction of a common fraction to its lowest terms, the declaration may be made in accordance with such usage and custom: and provided further, that in the case of drugs, a decimal fraction may be carried out to three (3) places.

7.04.375 Supplementary quantity declarations.

The required quantity declaration may be supplemented by one or more declarations of weight, measure, or count, such as declarations appearing other than on a principal display panel. Such supplemental statement of quantity of contents shall not include any terms qualifying a unit of weight, measure, or count that tends to exaggerate the amount of commodity contained in the package (e.g., "giant" quart, "full" gallon, "when packed," "minimum," or words of similar import).

7.04.380 Metric system declarations.

A separate statement of the net quantity of contents in terms of the metric system is not regarded as a supplemental statement, and a statement of quantity in terms of the metric system of weight or measure may also appear on the principal display panel or on other panels.

7.04.385 Average quantity at least equal to declared quantity.

The average quantity of contents in the packages of a particular lot, shipment or delivery shall at least equal the declared quantity, and no unreasonable shortage in any package shall be permitted, even though overages in other packages in the same shipment, delivery or lot compensate for such shortage.

~~7.04.390 Qualification of declaration prohibited.~~

In no case shall any declaration of quantity be qualified by the addition of the words "when packed," "minimum," or "not less than," or any words of similar import, nor shall any unit of weight, measure, or count be qualified by any term (such as "jumbo," "giant," "full," or the like) that tends to exaggerate the amount of commodity.

~~7.04.395 Information to be prominent and legible.~~

All information required to appear on a consumer package shall appear thereon in the English language and shall be prominent, definite, and plain, and shall be conspicuous as to size and style of letters and numbers and as to color of letters and numbers in contrast to color of background. Any required information that is either in hand lettering or hand script shall be entirely clear and equal to printing in legibility.

~~7.04.400 Location of declaration of quantity.~~

The declaration or declarations of quantity of the contents of a package shall appear in the bottom thirty percent (30%) of the principal display panel or panels, except as otherwise provided in Section 7.04.315.

~~7.04.405 Style of type or lettering.~~

The declaration or declarations of quantity shall be in such a style of type or lettering as to be boldly, clearly, and conspicuously presented with respect to other type, lettering, or graphic material on the package, except that a declaration of net quantity blown, formed, or molded on a glass or plastic surface is permissible when all label information is blown, formed, or molded on the surface.

~~7.04.410 Color contrast.~~

The declaration or declarations of quantity shall be in a color that contrasts conspicuously with its background, except that a declaration of net quantity blown, formed, or molded on a glass or plastic surface shall not be

required to be presented in a contrasting color if no required label information is on the surface in a contrasting color.

7.04.415 Free area.

The area surrounding the quantity declaration shall be free of printed information:

A. Above and below, by a space equal to at least the height of the lettering in the declaration; and

B. To the left and right, by a space equal to twice the width of the letter "N" of the style and size of type used in the declaration.

7.04.420 Calculation of area of principal display panel for purposes of type size.

A. The square inch area of the principal display panel shall be:

1. In the case of a rectangular container, one entire side which properly can be considered to be the principal display panel, the product of the height times the width of that side;

2. In the case of a cylindrical or nearly cylindrical container, forty percent (40%) of the product of the height of the container times the circumference; or

3. In the case of any other shaped container, forty percent (40%) of the total surface of the container, unless such container presents an obvious principal display panel (e.g., the top of a triangular or circular package of cheese, or the top of a can of shoe polish), the area shall consist of the entire such surface.

B. Determination of the principal display panel shall exclude tops, bottoms, flanges at tops and bottoms of cans, and shoulders and necks of bottles or jars.

7.04.425 Minimum height of numbers and letters.

The height of any letter or number in the required quantity declaration shall be not less than that shown in Table 1 with respect to the square inch area of the panel, and the height of each number of a common fraction shall meet one half (1/2) the minimum height standards.

TABLE I Minimum Height of Numbers and Letters

Square-inch Area of Principal Display Panel	Minimum Height of Numbers and Letters	Minimum Height Label Informa Blown, Formed, or Molded Into of Container
5 square inches and less	1/16 inch	1/8 inch
Greater than 5 square inches and not greater than 25 square inches	1/8 inch	3/16 inch
Greater than 25 square inches and not greater than 100 square inches	3/16 inch	1/4 inch
Greater than 100 square inches and not greater than 400 square inches	1/4 inch	5/16 inch
Greater than 400 square inches	1/2 inch	9/16 inch

~~7.04.430 Packages exempt from dual quantity declaration.~~

~~Whenever any consumer commodity or package of consumer commodity is exempted from the requirements for dual quantity declaration, the net quantity declaration required to appear on the package shall be in terms of the largest whole unit.~~

~~7.04.435 Random packages.~~

~~A random package bearing a label conspicuously declaring:~~

- ~~A. The net weight;~~
- ~~B. The price per pound; and~~
- ~~C. The total price;~~

~~shall be exempt from the type size, dual declaration, placement, and free area requirements of this regulation. In the case of a random package of food packed at one place for subsequent sale at another, neither the price per unit of weight nor the total selling price need appear on the package, provided the package label includes both such prices at the time it is offered or exposed for sale at retail.~~

~~7.04.440 Penny candy.~~

~~When individually wrapped pieces of "penny candy" or individually wrapped pieces of candy of less than one-~~

~~half (1/2) ounce net weight are shipped or delivered in containers that conform to the labeling requirements of this subchapter, such individual pieces shall be exempt from such labeling requirements.~~

~~**7.04.445 Individual servings.**~~

~~Individual serving size packages of foods containing less than one half (1/2) ounce or less than one half (1/2) fluid ounce for use in restaurants, institutions, and passenger carriers, and not intended for sale at retail, shall be exempt from the required declaration of net quantity of contents specified in this subchapter.~~

~~**7.04.450 Cuts, plugs, and twists of tobacco and cigars.**~~

~~When individual cuts, plugs, and twists of tobacco and individual cigars are shipped or delivered in containers that conform to the labeling requirements of this subchapter, such individual cuts, plugs, and twists of tobacco and cigars shall be exempt from such labeling requirements.~~

~~**7.04.455 Reusable (returnable) glass containers.**~~

~~Nothing in this subchapter shall be deemed to preclude the continued use of reusable (returnable) glass containers; provided, that such glass containers ordered after the effective date of this code shall conform to all requirements of this subchapter.~~

~~**7.04.460 Containers standardized by device regulation.**~~

~~Containers such as milk bottles, lubricating oil bottles, and measure containers, for which standards are established and specifications are set forth in National Bureau of Standards Handbook 44, "Specifications, Tolerances, and Other Technical Requirements for Commercial Weighing and Measuring Devices," shall be exempt from the requirements as set forth in Sections 7.04.395 through 7.04.425.~~

~~**7.04.465 Packaged commodities with labeling requirements specified in federal law.**~~

~~Packages of meat and meat products, poultry and poultry products, tobacco and tobacco products, insecticides, fungicides, rodenticides, prescription drugs, alcoholic beverages, and seeds shall be exempt from the requirements set forth in Sections 7.04.275 through 7.04.425; provided, that quantity labeling requirements for such products are specified in federal law or regulations issued pursuant to federal law, so as to follow~~

~~reasonably sound principles of providing consumer information.~~

~~**7.04.470 Fluid dairy products, ice cream, and similar frozen desserts.**~~

~~When packages of fluid dairy products and packages of ice cream and similar frozen desserts are standardized by law or regulation of the state, such packages shall be exempt from the requirements in this subchapter for Sections 7.04.345 and 7.04.400.~~

~~**7.04.475 Variations from declared net quantity.**~~

~~Variations from the declared net weight, measure, or count shall be permitted when caused by unavoidable deviations in weighing, measuring, or counting the contents of individual packages that occur in good packaging practice, but such variations shall not be permitted to such extent that the average of the quantities in the packages of a particular commodity comprising either a shipment or other delivery of the commodity, or a lot of the commodity that is kept, offered, or exposed for sale, or sold, is below the quantity stated, and no unreasonable shortage in any package shall be permitted, even though overages in other packages in the same shipment, delivery, or lot compensate for such shortage. Variations above the declared quantity shall not be unreasonably large.~~

~~**7.04.480 Variations resulting from exposure.**~~

~~Variations from the declared weight or measure shall be permitted when caused by ordinary and customary exposure to conditions that normally occur in good distribution practice and that unavoidably result in change of weight or measure, but only after the commodity is introduced into intrastate commerce; provided, that the phrase "introduced into intrastate commerce" as used in this section shall be construed to define the time and the place at which the first sale and delivery of a package is made within the state, the delivery being either:~~

~~A. Directly to the purchaser or to his agent; or~~

~~B. To a common carrier for shipment to the purchaser; and this paragraph shall be construed as requiring that, so long as a shipment, delivery, or lot of packages of a particular commodity remains in the possession or under the control of the packager or the person who introduces the package into intrastate~~

~~commerce, exposure variations shall not be permitted.~~

~~**7.04.485 Variations to be determined by individual cases.**~~

~~The magnitude of variations permitted under Sections 7.04.475 and 7.04.480 shall, in the case of any shipment, delivery, or lot, be determined by the facts in the individual case.~~

~~**Subchapter VI Sale by Net Weight**~~

~~**7.04.500 Weight defined.**~~

~~"Weight," as used in this Code in connection with any commodity, shall mean net weight. Whenever any commodity is sold on the basis of weight, the net weight of the commodity shall be employed, and all contracts concerning commodities shall be so construed.~~

~~**7.04.505 Misrepresentation of price.**~~

~~Whenever any commodity or service is sold, or is offered, exposed, or advertised for sale, by weight, measure, or count, the price shall not be misrepresented, nor shall the price be represented in any manner calculated or tending to mislead or deceive an actual or prospective purchaser. Whenever an advertised, posted, or labeled price per unit of weight, measure, or count includes a fraction of a cent, all elements of the fraction shall be prominently displayed and the numeral or numerals expressing the fraction shall be immediately adjacent to, of the same general design and style as, and at least one-half ($\frac{1}{2}$) the height and width of the numerals representing the whole cents.~~

~~**7.04.510 Meat, poultry, and seafood.**~~

~~Except for immediate consumption on the premises where sold, or as one of several elements comprising a ready-to-eat meal sold, as a unit, for consumption elsewhere than on the premises where sold, all meat, meat products, poultry (whole or parts), and all seafood including shellfish, offered or exposed for sale or sold as food, shall be offered or exposed for sale and sold by weight. When meat, poultry, or seafood is combined with or associated with some other food element or elements to form either a distinctive food product or a food combination, such food product or combination shall be offered or exposed for sale and sold by weight.~~

~~7.04.515 Bread.~~

~~No person shall manufacture for sale, sell or offer or expose for sale, any bread except in the following weights, which shall be the net weight at least twelve (12) hours after baking: "standard small loaf," which shall weigh not less than fifteen (15) ounces and not more than seventeen (17) ounces; "standard large loaf," which shall weigh not less than twenty-two and one-half (22½) ounces and not more than twenty-five and one-half (25½) ounces; or multiples of the foregoing weights for the standard small loaf and standard large loaf; provided, that variations at the rate of one (1) ounce over and one (1) ounce under the foregoing, per standard small loaf, or one and one-half (1½) ounce over or under the foregoing, per standard large loaf, or any multiple of the foregoing variations per each multiple type loaf, in the above specified unit weights are permitted in individual loaves, but the average weight of not less than twelve (12) loaves of any kind of loaf shall not be less than the weight prescribed in this section. It shall be unlawful to sell or expose for sale bread in a loaf of such form that it has the appearance and size of a loaf of greater weight.~~

~~7.04.520 Butter, oleomargarine, and margarine.~~

~~Butter, oleomargarine, and margarine shall be offered and exposed for sale and sold by weight, and only in units of one-quarter (1/4) pound, one-half (½) pound, one pound, or multiples of one (1) pound, avoirdupois weight.~~

~~7.04.525 Fluid dairy products.~~

~~All fluid dairy products, including but not limited to whole milk, skimmed milk, cultured milk, sweet cream, sour cream, and buttermilk, shall be packaged for retail sale only in units of one (1) gill, one-half (½) liquid pint, ten (10) fluid ounces, one (1) liquid pint, one (1) liquid quart, one-half (½) gallon, one (1) gallon, one and one-half (1½) gallons, two (2) gallons, two and one-half (2½) gallons, or multiples of one (1) gallon; provided, that packages in units of less than one (1) gill shall be permitted.~~

~~7.04.530 Flour, cornmeal, and hominy grits.~~

~~When in package form, and when packed, kept, offered, or exposed for sale or sold, wheat flour, whole wheat~~

~~flour, graham flour, self-rising wheat flour, phosphated wheat flour, bromated flour, enriched flour, enriched self-rising flour, enriched bromated flour, corn flour, cornmeal, and hominy grits shall be packaged only in units of five (5), ten (10), twenty-five (25), fifty (50) or one hundred (100) pounds, avoirdupois weight; provided, that packages in units of less than five (5) pounds or more than one hundred (100) pounds shall be permitted.~~

~~7.04.535 Bulk deliveries sold in terms of weight and delivered by vehicle.~~

~~When a vehicle delivers to an individual purchaser a commodity in bulk, and the commodity is sold in terms of weight units, the delivery shall be accompanied by a duplicate delivery ticket with the following information clearly stated, in ink or by means of other indelible marking equipment and, in clarity, equal to type or printing: (A) the name and address of the vendor, (B) the name and address of the purchaser, and (C) the net weight of the delivery expressed in pounds; and if the net weight is derived from determinations of gross and tare weights, such gross and tare weights also shall be stated in terms of pounds. One of these tickets shall be retained by the vendor, and the other shall be delivered to the purchaser at the time of delivery of the commodity, or shall be surrendered, on demand, to the City Sealer or Deputy Sealer, who, if he desires to retain it as evidence, shall issue a weight slip in lieu thereof for delivery to the purchaser; provided, that if the purchaser, himself, carries away his purchase, the vendor shall be required only to give to the purchaser at the time of sale a delivery ticket stating the number of pounds of commodity delivered to him.~~

~~7.04.540 Furnace and stove oil.~~

~~All furnace and stove oil shall be sold by liquid measure or by net weight in accordance with the provisions of Section 7.04.200. In the case of each delivery of such liquid fuel not in package form and in an amount greater than ten (10) gallons in the case of sale by liquid measure or one hundred (100) pounds in the case of sale by weight, there shall be rendered to the purchaser, either: (A) at the time of delivery or (B) within a period mutually agreed upon in writing or otherwise between the vendor and the purchaser, a delivery ticket or a written statement on which, in ink or by means of other indelible marking equipment and, in clarity, equal to~~

~~type or printing, there shall be clearly stated: (1) the name and address of the vendor, (2) the name and address of the purchaser, (3) the identity of the type of fuel comprising the delivery, (4) the unit price (that is, the price per gallon or per pound, as the case may be) of the fuel delivered, (5) in the case of sale by liquid measure, the liquid volume of the delivery, together with any meter readings from which such liquid volume has been computed, expressed in terms of the gallon and its binary or decimal subdivisions, and (6) in the case of sale by weight, the net weight of the delivery, together with any weighing scale readings from which such net weight has been computed, expressed in terms of tons or pounds avoirdupois.~~

~~**7.04.545 Berries and small fruits.**~~

~~Berries and small fruits shall be offered and exposed for sale and sold by weight, or by measure in open containers having capacities of one-half (1/2) dry pint, one (1) dry pint, or one (1) dry quart; provided, that the marking provisions of Section 7.04.205 shall not apply to such containers.~~

~~**Subchapter VII Weighmaster License**~~

~~**7.04.565 License required.**~~

~~It is unlawful for any person, firm or corporation, to become, act as, or hold himself/herself out to be a City Weighmaster, or a City Weigher, without first obtaining and being the holder of a valid and subsisting license so to do, to be known as a "City Weighmaster license" and/or a "City Weigher license."~~

~~**7.04.570 Weighmaster license Application, issuance and fee.**~~

~~Any person, firm or corporation possessing a scale that complies with the specifications, tolerances, and other technical requirements for weighing devices, together with amendments thereto, as recommended by the National Bureau of Standards and published in National Bureau of Standards Handbook 44, may make application to the City Sealer to be appointed a Licensed City Weighmaster. If the scale is approved by the City Sealer, he or she may in his or her discretion so appoint the applicant and shall issue a City Weighmaster license in accordance with such appointment. The annual fee for such license shall be \$40.00 which shall accompany the application, and all such licenses shall expire at midnight April 30th of each year, but may be renewed from~~

year to year by the City Sealer upon payment of the annual fee. If the original application for a City Weighmaster's license and/or a City Weigher's license is made within six months of the date fixed for expiration of the annual license, the fee shall be ½ the annual fee.

~~7.04.575 Weigher license application.~~

Such license shall authorize the holder to apply in writing to the City Sealer for appointment of such holder or one (1) or more of his or her employees or the officers if a corporation, as a Licensed City Weigher. If the City Sealer finds that the prospective appointee has ability to correctly weigh and use the scale and determine the gross, tare and net weights of any article or commodity which he/she weighs, the City Sealer may so appoint and issue a City Weigher license in accordance with such appointment.

~~7.04.580 Authorization to issue certificates of weights.~~

Such license shall authorize the holder to issue certified weight certificates at the location designated in the license in conformity with the standards of weights and measures authorized and established by this Code. The license shall expire at midnight April 30th of each year and may be renewed from year to year by the City Sealer. Such license shall authorize the Licensed City Weigher in the name of the Licensed City Weighmaster to issue certificates of weights only at the location designated in his/her license and shall not be transferable from one (1) person to another nor from one (1) location to another.

~~7.04.585 Renewal of license-Late fees.~~

A. Any person who has held a license in the previous license year for which an annual license period is prescribed and who continues to engage in the activity shall, upon failure to make timely application for renewal of the license, pay a late renewal fee as follows:

1. If the renewal application is received after the date of expiration of the previous license but before the end of thirty (30) days into the new license year: ten percent (10%) of the annual license fee or Ten Dollars (\$10.00) whichever is greater;
2. If the renewal application is received after thirty (30) days into the new license year: twenty

percent (20%) or Twenty-five Dollars (\$25.00), whichever is greater.

B. No annual license shall be issued until any late renewal fee has been paid; provided, that payment of the late renewal fee may be waived whenever the Director finds that timely application was beyond the control of the licensee by reason of severe circumstances; for example, serious illness of the licensee, death or incapacity of an accountant or other person who retains possession of the licensee's license records, loss of business records due to theft, fire, flood or other similar acts.

~~7.04.590 Duties of Licensed City Weigher.~~

~~Any Licensed City Weigher shall at any time without charge weigh any article or commodity on the scale for which he/she is licensed, brought there by the City Sealer or any Deputy Sealer, and issue a certificate of weight therefor; and he/she shall without charge weigh upon such scale, and issue a certificate of weight therefor, on any article or commodity for which the Licensed City Weighmaster is vendor. The delivery or sales ticket required by this code to be delivered to the consumer shall bear thereon a statement which shall be signed by the Licensed City Weigher for the Licensed City Weighmaster to the effect that the weight shown thereon is true and correct and shall also bear an impression of a seal of the Licensed City Weighmaster which shall be placed thereon by the Licensed City Weigher who actually weighs the article or commodity. The Licensed City Weighmaster shall by himself/herself or through his/her Licensed City Weigher keep a record of each certified weight issued in his/her name, which record shall be open to inspection by the City Sealer or any Deputy Sealer during all business hours.~~

~~7.04.595 Seal presses.~~

~~The seal presses required to be used for certification shall be the property of the City and shall be forfeited and returned to the City Sealer upon revocation or termination of the appointment of the Licensed City Weighmaster. Such seals shall be of a form and design prescribed by the City Sealer and secured from him/her at the expense of the Licensed City Weighmaster.~~

~~7.04.600 Weighing of vehicles.~~

~~The City Sealer or any Deputy Sealer may require the driver of any vehicle containing any commodity that has been weighed by a Licensed City Weigher to again visit the same scale or another scale and to again weigh such commodity or article and/or vehicle for gross, tare and net weights, and it shall be unlawful for such driver to refuse so to do. In event the weights certified by such Licensed City Weigher shall be found incorrect, the City Sealer or Deputy Sealer shall retain the delivery ticket thus certified in his/her possession and require the issuance of a new and correct certified delivery ticket. It shall be unlawful to issue, use or deliver any false, incomplete or irregular certified delivery ticket.~~

~~**7.04.605 Only authorized persons to certify weights.**~~

~~It shall be unlawful for any person other than the City Sealer or Deputy Sealer or a Licensed City Weigher to certify the weights of any commodity and no such Weigher shall use any motor truck scale and issue a certificate of weight thereon for less than one thousand (1,000) pounds.~~

~~**7.04.610 Revocation of appointment.**~~

~~The City Sealer may revoke the appointment of any such Weighmaster or Weigher not conforming to the requirements of this Code and no compensation shall be paid by the City to any such Weighmaster or Weigher.~~

~~**7.04.615 Delivery of certificate to consumer.**~~

~~It is unlawful to deliver any commodity or article weighed by a Licensed City Weigher to any consumer unless the certificate of weight thereof on a form approved by the City Sealer is delivered to the consumer at the time of the delivery of the article or commodity; provided, that when a Licensed City Weighmaster is the buyer of any commodity and weighs such he shall deliver to the seller of such commodity a certificate of weight on a form approved by the City Sealer.~~

~~**7.04.620 Alteration of weight or certificate prohibited.**~~

~~It is unlawful for any person to alter, vary or lessen the weight or measure of any load of any commodity commonly sold by weight or measure, after the same has been weighed upon the vendor's scale, or has been officially weighed or measured, by abstracting or unloading therefrom any portion of such commodity, except~~

~~at the place where the same was directed by the buyer to be delivered, or to alter or change any weight slip or Deputy Weighmaster's certificate accompanying such delivery.~~

~~**7.04.625 Use of official tickets, certificates or statements.**~~

~~It is unlawful to use, exhibit, issue or deliver any weight ticket, certificate of weight or measure or statement of weight or measure of any kind on which in whole or in part is impressed or stamped by seal, or otherwise, or printed or written, or set forth thereon in any manner, the words "City of Seattle," or name of any department or division, office or officer or employee of the City, unless authorized by this Code.~~

~~**7.04.630 Surrender of license to City Sealer.**~~

~~Upon revocation of any City Weighmaster's license, such license and all City Weigher's licenses issued under the City Weighmaster's license, shall be surrendered to the City Sealer. A City Weighmaster, upon termination of employment of any Licensed City Weigher, or upon revocation of any City Weigher's license, shall surrender such license to the City Sealer.~~

~~**Subchapter VIII Special Inspection Service))**~~

7.04.645 Registration-Fees

A. Except as provided in subsection 7.04.645.F, no weighing or measuring instrument or device, or electronic price scanning system, may be used for commercial purposes in the City unless its commercial use is registered annually with the Department of Finance and Administrative Services.

B. The annual registration with the Department of Finance and Administrative Services for weighing or measuring instruments or devices is accomplished as part of the State of Washington master license system under chapter 19.02 RCW. Payment of an annual registration fee for a weighing or measuring instrument or device under the State of Washington master license system constitutes the registration required by this Section 7.04.645. The annual registration with the Department of Finance and Administrative Services for electronic price scanning systems is accomplished as part of the annual business license requirement under Chapter 6.208. Payment of the registration fee with the annual business license application or renewal constitutes the

registration required by this Section 7.04.645.

C. The following annual City registration fees must be paid for each weighing or measuring instrument or device used for commercial purposes in The City of Seattle:

1. Weighing devices:

a. Small scales (~~("zero")~~ 0 to 400 pounds capacity(~~("")~~ "): ~~\$((10))~~16.

b. Intermediate scales (~~("401")~~ Over 400 pounds to 5,000 pounds capacity(~~("")~~ "): ~~\$((40))~~
60.

c. Large scales (~~("over")~~ Over 5,000 pounds capacity(~~("")~~ "): ~~\$((75))~~120.

d. Railroad track scales: ~~\$((800))~~1200.

2. Liquid fuel metering devices:

a. Motor fuel meters with flows of 20 gallons or less per minute: ~~\$((10))~~16.

b. Motor fuel meters with flows of more than 20 but not more than 150 gallons per
minute: ~~\$((32))~~50.

c. Motor fuel meters with flows over 150 gallons per minute: ~~\$((50))~~75.

3. Liquid petroleum gas meters:

a. With 1-inch diameter or smaller dispensers: ~~\$((25))~~40.

b. With greater than 1-inch diameter dispensers: ~~\$((50))~~80.

4. Fabric meters: ~~\$((10))~~15.

5. Cordage meters: ~~\$((10))~~15.

6. Mass flow meters: ~~\$((200))~~300.

7. Taxi meters: ~~\$((25))~~40.

D. The following annual City registration fees must be paid for each electronic price scanning system used for commercial purposes in The City of Seattle:

1. Electronic price scanning systems with three or fewer electronic pricing devices: \$158.

2. Electronic price scanning systems with more than three electronic price scanning devices: \$315.

E. The fees established in subsection 7.04.645.C for registering a weighing or measuring instrument or device shall be paid to the State of Washington Department of Licensing concurrently with a master application or with the annual renewal of a master license under chapter 19.02 RCW (~~Chapter 19.02~~). The fees established for electronic pricing systems in subsection 7.04.645.D shall be paid with The City of Seattle annual business license application or renewal.

F. A weighing or measuring instrument or device, or electronic price scanning system, shall be initially registered with the Department of Finance and Administrative Services as follows: A weighing or measuring device is initially registered through the State of Washington Department of Licensing at the time the owner applies for a master license for a new business or at the first renewal of the license that occurs after the instrument or device is first placed into commercial use. An electronic price scanning system is initially registered through the Department of Finance and Administrative Services when the owner applies for an initial business license or the first renewal of the business license after the instrument or device is first placed into commercial use.

G. The State of Washington Department of Licensing shall remit to The City of Seattle, through the State of Washington Department of Agriculture, all fees collected under this Section 7.04.645 less reasonable collection expenses.

H. With the exception of Section 7.04.650, no person shall be required to pay more than the fee adopted under this Section 7.04.645 for any weighing or measuring instrument or device, or electronic price scanning system, in one year.

~~((I. A person who owns a weighing or measuring instrument or device, or electronic price scanning system, and uses or permits its use for commercial purposes without registration as provided in subsection~~

7.04.645.A is subject to a civil penalty of \$50 per occurrence for each instrument or device, or system, used, or permitted to be used.)

7.04.650 Request for service((:))

A. "Special inspection service," as used in this ((Code)) code, ((shall denote)) means all inspection service made on the owner's request. Special inspection service fees are additional to the fees required under the annual registration. Special inspection service fees are to be paid directly to ((The City of Seattle)) the Department of Finance and Administrative Services.

B. The fee((s)) for special inspection service shall be ((as follows:

~~\$30 PER HOUR OF INSPECTOR TIME WITH A ONE HOUR MINIMUM.~~) \$60 per hour of inspector time with a one hour minimum. All inspections will result in an invoice to the owner for each hour of inspection per inspector. The invoice shall reflect time spent per inspector, to include preparation and travel time to the site with any time spent past an hour billed to the next quarter hour. ((EXAMPLE)) Example: If two inspectors took one hour and 20 minutes to complete an inspection, the invoice would total \$((90)) 180 (two inspectors at 1.5 hours each).

~~((Subchapter IX Enforcement~~

~~7.04.675 Construction of contracts.~~

~~Fractional parts of any unit of weight or measure shall mean like fractional parts of the value of such unit as prescribed or defined in Sections 7.04.015, 7.04.035, 7.04.075 and 7.04.100, and all contracts concerning the sale of commodities and services shall be construed in accordance with this requirement.~~

~~7.04.680 Hindering or obstructing City Sealer.~~

~~It is unlawful for any person to hinder or obstruct in any way the City Sealer or any Deputy Sealer in the performance of his official duties, and anyone convicted of a violation of this section shall be punishable by a fine of not less than Twenty Dollars (\$20) or more than Two Hundred Dollars (\$200), or by imprisonment for not more than three (3) months, or by both such fine and imprisonment.~~

~~7.04.685 Impersonation of City Sealer.~~

~~It is unlawful for any person to impersonate in any way the City Sealer or Deputy Sealer by the use of his seal or a counterfeit of his seal, or in any other manner, and anyone convicted of a violation of this section shall be punishable by a fine of not less than One Hundred Dollars \$100.00 or more than Five Hundred Dollars (\$500.00), or by imprisonment for not more than six (6) months, or by both such fine and imprisonment.)~~

~~7.04.690 ((Offenses and penalties.))~~ Violations

~~((A. It is unlawful for any person, by himself or by his servant or agent, or as the servant or agent of another person, to:~~

~~1. Use, or have in possession for the purpose of using, for any commercial purpose specified in Section 7.04.145, or sell, offer, or expose for sale or hire, or have in possession for the purpose of selling or hiring, an incorrect weight or measure or any device or instrument used to or calculated to falsify any weight or measure, or electronically scanned price;~~

~~2. Use, or have in possession for the purpose of current use, for any commercial purpose specified in Section 7.04.145, a weighing or measuring instrument or device, or electronic price scanning system, that does not bear a seal or mark such as is specified in Section 7.04.165, unless it has been exempted from testing by the provisions of Section 7.04.145;~~

~~3. Dispose of any rejected or condemned weight or measure, or electronic price scanning system, in a manner contrary to law;~~

~~4. Remove from any weight or measure, or electronic price scanning system, contrary to law, any tag, seal, or mark placed thereon by the appropriate authority;~~

~~5. Sell, or offer or expose for sale, less than the quantity represented of any commodity, thing, or service;~~

~~6. Take more than the quantity represented of any commodity, thing or service when, as buyer, the person furnishes the weight or measure device by means of which the amount of the commodity, thing, or~~

service is determined;

~~7. Keep for the purpose of sale, advertise, or offer or expose for sale, or sell, any commodity, thing, or service in a condition or manner contrary to law;~~

~~8. Use in retail trade, except in the preparation of packages put up in advance of sale and of medical prescriptions, a weight or measure that is not so positioned that its indications may be accurately read and the weighing or measuring operation observed from some position which may reasonably be assumed by a customer;~~

~~9. Violate any provision of this code for which a specific penalty has not been prescribed.~~

~~B. Anyone convicted of a violation of this section shall upon a first conviction thereof, be punishable by a fine of not less than Twenty Dollars (\$20.00) or more than Two Hundred Dollars (\$200.00), or by imprisonment for not more than three (3) months, or by both such fine and imprisonment; and upon a second or subsequent conviction thereof, shall be punishable by a fine of not less than Fifty Dollars (\$50.00) or more than Five Hundred Dollars (\$500.00), or by imprisonment for not more than six (6) months, or by both such fine and imprisonment.))~~

A. RCW 19.94.190(1) states that “duly appointed city sealers must enforce the provisions of” chapter 19.94 RCW. However, because Seattle also inspects electronic price scanning systems, and because Seattle has its own citation process in Section 7.04.691 to address violations, subsections of this Section 7.04.690 restate and modify certain sections of chapter 19.94 RCW as they are applied and enforced in Seattle.

B. Modified RCW 19.94.325(3). A service agent shall not use any weight or measure standard that does not have a valid, official seal of approval from the director, as defined in RCW 19.94.010, to install, inspect, adjust, repair, or recondition any weighing or measuring instrument or device. Any service agent who violates this subsection 7.04.690.B is subject to a civil penalty up to \$1,000 per occurrence.

C. RCW 19.94.390(1). Whenever any commodity or service is sold, or is offered, exposed, or advertised for sale, by weight, measure, or count, the price shall not be misrepresented, nor shall the price be represented

in any manner calculated or tending to mislead or deceive an actual or prospective purchaser. Whenever an advertised, posted, or labeled price per unit of weight, measure, or count includes a fraction of a cent, all elements of the fraction shall be prominently displayed and the numeral or numerals expressing the fraction shall be immediately adjacent to, of the same general design and style as, and at least one-half the height and one-half the width of the numerals representing the whole cents.

D. Modified RCW 19.94.490. Any person who hinders or obstructs in any way the City Sealer in the performance of official duties under chapter 19.94 RCW or the rules adopted under the provisions of chapter 19.94 RCW, or this code is subject to a civil penalty up to \$5,000.

E. Modified RCW 19.94.500. Any person who impersonates in any way the City Sealer by using an official seal of approval without specific authorization to do so or by using a counterfeit seal of approval, or in any other manner, is subject to a civil penalty up to \$5,000 per occurrence.

F. Modified RCW 19.94.510(2). Any person who individually, by an agent or employee, or as the agent or employee of another person, performs any one of the acts in this subsection 7.04.690.F is subject to a civil penalty up to \$5,000 per occurrence:

1. Use or have in possession for the purpose of using for any commercial purpose a weighing or measuring instrument or device or electronic price scanning system that is intentionally calculated to falsify any weight, measure, count, or price of any commodity, or to sell, offer, expose for sale, or hire or have in possession for the purpose of selling or hiring an incorrect weighing or measuring instrument or device or electronic price scanning system, or any weighing or measuring instrument or device or electronic price scanning system calculated to falsify any weight, measure, count, or price.

2. Knowingly use or have in possession for current use in the buying or selling of any commodity or thing, for hire or award, or in the computation of any basic charge or payment for services rendered on the basis of weight, measurement, or count, in the determination of weight, measurement, or count, when a charge is made for such determination, any incorrect weighing or measuring instrument or device.

3. Dispose of any rejected weighing or measuring instrument or device in a manner contrary to law or rule.
4. Remove from any weighing or measuring instrument or device or electronic price scanning system, contrary to law or rule, any tag, seal, stamp, or mark placed thereon by the director, as defined in RCW 19.94.010, or City Sealer.
5. Sell, offer, or expose for sale less than the quantity the person represents of any commodity, thing, or service.
6. Take more than the quantity the person represents of any commodity, thing, or service known to be in a condition or manner contrary to law or rule.
7. Keep for the purpose of sale, advertise, offer, or expose for sale or sell any commodity, thing, or service known to be in a condition or manner contrary to law or rule.
8. Use in retail trade, except in the preparation of packages put up in advance of sale and of medical prescriptions, a weighing or measuring instrument or device or electronic price scanning system that is not so positioned that its indications may be accurately read and the weighing or measuring operation observable from some position which may reasonably be assumed by a customer.
9. Knowingly approve or issue an official seal of approval for any weighing or measuring instrument or device known to be incorrect.
10. Find a weighing or measuring instrument or device to be correct under RCW 19.94.255 when the person knows the instrument or device is incorrect.
11. Fails to disclose to the City Sealer any knowledge of information relating to, or observation of, any device or instrument added to or modifying any weighing or measuring instrument or device or electronic price scanning system for the purpose of selling, offering, or exposing for sale, less than the quantity represented of a commodity or calculated to falsify weight or measure, if the person is a service agent.
12. Violate any other provision of chapter 19.94 RCW or the rules adopted under the provisions

of chapter 19.94 RCW, or this code, for which a specific penalty has not been described.

G. Modified RCW 19.94.510(3). Any person who, individually, by an agent or employee, or as the agent or employee of another person, violates RCW 19.94.390 as determined by the examination procedure adopted by or under RCW 19.94.390(2) is subject to a civil penalty of up to \$2,000 per occurrence.

H. Modified RCW 19.94.510(4)(b). Any person who, individually, by an agent or employee, or as the agent or employee or another person, commits as a fourth or subsequent violation any of the acts listed in subsections 7.04.690.F or 7.04.690.G is subject to a civil penalty up to \$10,000 per violation per occurrence. A violation will count toward the total in this subsection 7.04.690.H whether the enforcement was taken by Washington State, Seattle, or another jurisdiction in Washington.

I. Modified RCW 19.94.510(4)(a). Any person who, individually, by an agent or employee, or as the agent or employee or another person, knowingly adds to or modifies any weighing or measuring instrument or device or electronic price scanning system by the addition of a device or instrument that would allow the sale, or the offering of exposure for sale, of less than the quantity represented of a commodity or falsification of weight or measure is subject to a civil penalty of up to \$10,000 per violation per occurrence.

J. Modified RCW 19.94.515. A person who owns or uses a weighing or measuring instrument or device or electronic price scanning system and uses or permits the use of the instrument for commercial purposes in violation of RCW 19.94.015 is subject to a civil penalty of \$100 for each such instrument or device used or permitted to be used in violation of RCW 19.94.015.

K. Modified RCW 19.94.517

1. Whenever the City Sealer tests or inspects a weighing or measuring instrument or device and finds the instrument or device to be incorrect to the economic benefit of the owner/operator of the weighing or measuring instrument or device and to the economic detriment of the customer, the owner is subject to the following civil penalties:

Penalties in dollars for device deviations outside the tolerances stated in Handbook 44, as adopted and modified by Section 7.04.105		
Category of weighing or measuring instrument or device	First violation	Second or subsequent violation within one year of first violation
Small	200	500
Medium	400	1,000
Large	500	2,000

A violation will count toward the total in this subsection 7.04.690.K whether the enforcement was taken by Washington State, Seattle, or another jurisdiction in Washington.

2. For the purposes of this subsection 7.04.690.K, the categories of weighing or measuring instruments or devices are:

a. Small: Scales of 0-400 pounds capacity, liquid fuel metering devices with flows of not more than 20 gallons per minute, liquid petroleum gas meters with dispensers of 1 inch diameter or smaller, fabric meters, cordage meters, and taxi meters.

b. Medium: Scales of 401-5,000 pounds capacity, liquid fuel metering devices with flows of more than 20 but not more than 150 gallons per minute, and mass flow meters.

c. Large: Liquid petroleum gas meters with greater than 1 inch diameter dispensers, liquid fuel metering devices with flows over 150 gallons per minute, and scales of more than 5,000 pounds capacity and scales of more than 5,000 pounds capacity with supplemental devices.

7.04.691 Citation process

If after investigation the Director determines that any of the provisions listed in chapter 19.94 RCW or the rules adopted under the provisions of chapter 19.94 RCW, or this code, have been violated, the Director may issue a civil citation to the person responsible for the violation.

A. Citation. The civil citation shall include the following information: (1) the name and address of the person to whom the citation is issued; (2) a separate statement of each provision violated; (3) the date of the violation; (4) a statement that the person cited must respond to the civil citation within 15 calendar days after

service; (5) a space for entry of the applicable penalty; (6) a statement that a response must be sent to the Hearing Examiner and received not later than 5 p.m. on the day the response is due; (7) contact information for the Hearing Examiner where the citation is to be filed; (8) a statement that the citation represents a determination that a violation has been committed by the person named in the citation and that the determination shall be final unless contested as provided in this code; and (9) a certified statement of the Director's representative issuing the citation, authorized by RCW 5.50.050, setting forth facts supporting issuance of the citation.

B. Service. The citation shall be served by first-class mail, addressed to the operator or other person responsible for the violation. Service shall be deemed complete three days after the mailing. If a citation sent by first-class mail is returned as undeliverable, service may be made by posting the citation at a conspicuous place on the property where the violation occurred and service shall be complete on the date of posting. The citation may also be served in person.

C. Response to citations

1. A person cited must respond to a citation in one of the following ways:

a. Paying the amount of the monetary penalty specified in the citation, in which case the record shall show a finding that the person cited committed the violation; or

b. Requesting in writing a mitigation hearing to explain the circumstances surrounding the commission of the violation and providing an address to which notice of such hearing may be sent; or

c. Requesting in writing a contested hearing specifying the reason why the cited violation did not occur or why the person cited is not responsible for the violation, and providing an address to which notice of such hearing may be sent.

2. A response to a citation must be received by the Office of the Hearing Examiner no later than 15 calendar days after the date the citation is served. When the last day of the appeal period so computed is a Saturday, Sunday, or federal or City holiday, the period shall run until 5 p.m. on the next business day.

3. Failure to respond. If a person fails to respond to a citation within 15 calendar days of service, an order shall be entered by the Hearing Examiner finding that the person cited committed the violation stated in the citation and assessing the penalty specified in the citation.

D. Hearings

1. Mitigation hearings

a. Date and notice. If a mitigation hearing is requested, the mitigation hearing shall be held within 30 calendar days after written response to the citation requesting such hearing is received by the Hearing Examiner. Notice of the time, place, and date of the hearing shall be sent to the address specified in the request for hearing not less than ten calendar days prior to the date of the hearing.

b. Procedure at hearing. The Hearing Examiner shall hold an informal hearing that shall not be governed by the Rules of Evidence. The person cited may present witnesses, but witnesses may not be compelled to attend. A representative from the Department may also be present and may present additional information, but attendance by a representative from the Department is not required.

c. Disposition. The Hearing Examiner shall determine whether the cited person's explanation justifies reduction of the monetary penalty; however, the monetary penalty may not be reduced unless the Department of Finance and Administrative Services affirms or certifies that the violation has been corrected prior to the mitigation hearing. Factors that may be considered in whether to reduce the penalty include whether the violation was caused by the act, neglect, or abuse of another; or whether correction of the violation was commenced prior to the issuance of the citation but that full compliance was prevented by a condition or circumstance beyond the control of the person cited.

d. Entry of order. After hearing the explanation of the person cited and any other information presented at the hearing, the Hearing Examiner shall enter an order finding that the person cited committed the violation and assessing a monetary penalty in an amount determined pursuant to subsection 7.04.691.E. The Hearing Examiner's decision is the final decision of the City on the matter.

2. Contested hearings

a. Date and notice. If a person requests a contested hearing, the hearing shall be held within 60 calendar days after the written response to the citation requesting such hearing is received.

b. Hearing. Contested hearings shall be conducted pursuant to the procedures for hearing contested cases contained in Section 3.02.090 and the rules adopted by the Hearing Examiner for hearing contested cases, except as modified by this Section 7.04.691. The issues heard at the hearing shall be limited to those that are raised in writing in the response to the citation and that are within the jurisdiction of the Hearing Examiner. The Hearing Examiner may issue subpoenas for the attendance of witnesses and the production of documents.

c. Sufficiency. No citation shall be deemed insufficient for failure to contain a detailed statement of the facts constituting the specific violation which the person cited is alleged to have committed or by reason of defects or imperfections, provided such lack of detail, or defects or imperfections, do not prejudice substantial rights of the person cited.

d. Amendment of citation. A citation may be amended prior to the conclusion of the hearing to conform to the evidence presented if substantial rights of the person cited are not thereby prejudiced.

e. Evidence at hearing. The certified statement or declaration authorized by RCW 5.50.050 shall be prima facie evidence that a violation occurred and that the person cited is responsible. The certified statement or declaration authorized under RCW 5.50.050 and any other evidence accompanying the report shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under RCW 5.50.050 shall also be admissible without further evidentiary foundation. The person cited may rebut the Department of Finance and Administrative Services' evidence and establish that the cited violation(s) did not occur or that the person contesting the citation is not responsible for the violation.

f. Disposition. If the citation is sustained at the hearing, the Hearing Examiner shall enter an order finding that the person cited committed the violation and impose the applicable penalty pursuant to

subsection 7.04.691.E. The Hearing Examiner may reduce the monetary penalty in accordance with the mitigation provisions in subsection 7.04.691.D.1.c. If the Hearing Examiner determines that the violation did not occur, the Hearing Examiner shall enter an order dismissing the citation.

g. Final decision. The Hearing Examiner's decision is the final decision of the City.

3. Failure to appear for hearing. Failure to appear for a requested hearing will result in an order being entered finding that the person cited committed the violation stated in the citation and assessing the penalty specified in the citation. For good cause shown and upon terms the Hearing Examiner deems just, the Hearing Examiner may set aside an order entered upon a failure to appear and schedule a new contested hearing date.

E. Citation penalty assessments

1. In assessing the amount of a civil penalty, the Director must give due consideration to the gravity of the violation and history of previous violations.

2. A person found by the Director to have violated one of the provisions listed in chapter 19.94 RCW or the rules adopted under the provisions of chapter 19.94 RCW, or this code shall be subject to a civil penalty as described in Section 7.04.690. The Director may, in an exercise of discretion, issue a warning to the person responsible for the violation if that person has not been previously warned or cited by The City of Seattle for violating chapter 19.94 RCW or the rules adopted under the provisions of chapter 19.94 RCW, or this code.

3. Collection of penalties. If the person cited fails to pay a penalty imposed pursuant to this Section 7.04.691, the penalty may be referred to a collection agency. The cost to the City for the collection services will be assessed as costs, at the rate agreed to between the City and the collection agency, and added to the penalty. Alternatively, the City may pursue collection in any other manner allowed by law.

4. Each day a separate violation. Each day a person violates or fails to comply with one of the provisions listed in chapter 19.94 RCW or the rules adopted under the provisions of chapter 19.94 RCW, or this

code, may be considered a separate violation for which a civil citation may be issued.

~~((7.04.695 Presumptive evidence.~~

~~For the purposes of this code, proof of the existence of a weight or measure or a weighing or measuring device in or about any building, enclosure, stand, or vehicle in which or from which it is shown that buying or selling is commonly carried on, shall in the absence of conclusive evidence to the contrary, be presumptive proof of the regular use of such weight or measure or weighing or measuring device for commercial purposes and of such use by the person in charge of such building, enclosure, stand, or vehicle.))~~

Section 2. 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 _____ day of _____, 2023, and signed by me in open session in authentication of its passage this _____ day of _____, 2023.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2023.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2023.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact:	CBO Contact:
Department of Finance and Administrative Services	John Megow	Lorine Cheung

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to weights and measures; conforming City provisions regarding weights and measures to state law; providing an enforcement process; updating fees; repealing requirements for weighmaster licenses; and amending Chapter 7.04 of the Seattle Municipal Code.

Summary and Background of the Legislation: The City Weights and Measures Code is Chapter 7.04 of the Seattle Municipal Code (SMC). The State Weights and Measures Code is Chapter 19.94 of the Revised Code of Washington (RCW). The State of Washington requires that weighing and measuring devices used for commercial purposes (scales, liquid fuel meters, liquid petroleum gas meters, and various other devices¹) must be registered annually. City of Seattle License and Standards Inspectors (“inspectors”) in the Consumer Protection Division (CPD) of the Department of Finance and Administrative Services (FAS) inspect each such registered device and, when necessary, take appropriate actions to support compliance with State’s requirements. For all regulated devices located in the City of Seattle, the State collects registration fees and remits them to FAS. SMC 7.04 also addresses electronic price scanning systems (or “scanners”), which are regulated by the City.

Most of SMC 7.04 was last updated in 1970. The proposed legislation follows the recommendation of the City Attorney’s Office to bring SMC 7.04 into alignment with RCW 19.94. As part of that alignment, penalties would change from criminal to civil; FAS would no longer have arrest powers for violations, and an appeal process for civil penalties would be established. The penalty structure and the appeal process are consistent with other City regulatory programs (see SMC Chapter 6, “Business Regulations”). Aligning the SMC with the RCW enables FAS to eliminate duplicative language as seen, for instance, in the Definitions section of the proposed legislation. The legislation does not incorporate RCW penalty provisions because the differences between City and State enforcement authority with respect to electronic price scanning violations require City-specific language.

The legislation incorporates the adoption by reference of relevant handbooks, produced by the National Institute of Standards and Technology (NIST), and modifications to those handbooks’ standards, thereby eliminating outdated NIST content from SMC 7.04. It also eliminates language referencing Weigher and Weighmaster Licenses that may be issued by the City. The State issues these licenses.

¹ Fabric meters, cordage meters, mass flow meters, and taxi meters comprise “various other devices.”

Washington State raised Weights and Measures device registration fees (via House Bill 1298) effective July 1, 2019. The State collects all device registration fees. Because the City has its own Weights and Measures program, the State remits to the City all such fees collected within Seattle. Section 7.04.645 of the proposed legislation references the new State fees. The proposed legislation does not change the fees for electronic scanning devices that are currently in effect.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? Yes No

Appropriation change (\$):	General Fund \$		Other \$	
	2023	2024	2023	2024
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2023	2024	2023	2024
	\$39,000	\$39,000		
Positions affected:	No. of Positions		Total FTE Change	
	2023	2024	2023	2024
	n/a	n/a	n/a	n/a

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

No.

Are there financial costs or other impacts of *not* implementing the legislation?

This legislation is recommended by the City Attorney’s Office. Not implementing this legislation would maintain the misalignment of the Revised Code of Washington (RCW) and Seattle Municipal Code (SMC) language regarding requirements for weighing and measuring devices. This would impede FAS compliance and enforcement efforts.

3.a. Appropriations

This legislation adds, changes, or deletes appropriations.

3.b. Revenues/Reimbursements

This legislation adds, changes, or deletes revenues or reimbursements.

Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept	Revenue Source	2023 Revenue	2024 Estimated Revenue
General Fund / 00100	FAS	Fee revenue	\$39,000	\$39,000
TOTAL			\$39,000	\$39,000

Revenue/Reimbursement Notes: This change is ongoing. The table above reflects incremental revenue. Total Weights and Measures revenue for 2022 is forecasted at \$114,000. In the future, FAS will update this legislation as needed to ensure that any RCW fee changes are reflected in the SMC. Note that 2021 revenue collection already reflects the fee changes described here.

3.c. Positions

 This legislation adds, changes, or deletes positions.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

No

b. Is a public hearing required for this legislation?

No

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No

d. Does this legislation affect a piece of property?

No

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

This revision decriminalizes violations of the weights and measures code. Black and indigenous people of color and other vulnerable communities are more likely to be charged with and convicted of crimes, and when convicted are more likely to serve jail time. Eliminating criminal penalties will ensure that the City is not over-reliant on the criminal justice system, as violations of the weights and measures code are non-violent in nature and more suited to civil rather than criminal penalties.

The State fee changes went into effect in July 2019. Fee increases have the largest impact on businesses with low profit margins, which may disproportionately affect vulnerable and/or historically disadvantaged communities. It is our understanding that the State performed comprehensive outreach to those businesses with weighing and measuring devices regulated under RCW 19.94. As FAS inspectors visit and communicate with

these businesses as part of their purview to support compliance with State requirements, they will collect any feedback about the impact of the fee increases and share this information with the State.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

This legislation will neither increase nor decrease carbon emissions.

2. 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 will neither increase nor decrease climate resiliency.

g. 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)?

This legislation does not include a new initiative or a major programmatic expansion.



Legislation Text

File #: Res 32083, **Version:** 2

CITY OF SEATTLE

RESOLUTION _____

A RESOLUTION establishing a Watch List of large, complex, discrete capital projects that will require enhanced quarterly monitoring reports for the 2023 calendar year.

WHEREAS, Seattle’s Capital Improvement Program (CIP) identifies planned spending and revenues for City capital projects during the upcoming six-year period; and

WHEREAS, updates to the CIP are adopted by the Seattle City Council (“Council”) as part of the annual and supplemental budget process; and

WHEREAS, CIP oversight is a critical function of the Council; and

WHEREAS, effective CIP oversight ensures transparent, accountable use of public dollars; and

WHEREAS, the Council’s ability to perform effective capital oversight is dependent on access to thorough information and the opportunity to review and process this information in a timely manner; and

WHEREAS, some capital projects such as the City’s Elliott Bay Seawall Project and the utilities’ New Customer Information System cost millions of dollars more than their original proposed budget; and enhanced, timely reporting could have improved the Council’s oversight by communicating potential project risks before the risks were realized; and

WHEREAS, oversight for the 2022-2027 Adopted CIP was improved via Council and City Budget Office review of capital project development and delivery, including seeking information from and holding conversations with some of the major capital departments on their project management practices and contingency budgeting, and conducting meetings to jointly discuss capital project issues across departments; and

WHEREAS, there is opportunity to continue improving CIP reporting and accountability to the Council and to use the Council's budgeting authority to improve financial oversight; and

WHEREAS, the City benefits from effective Executive management controls and Council oversight for projects that have a significant financial, policy, or programmatic impact on the City and its residents; and

WHEREAS, in November 2016 the Council adopted and the Mayor signed Resolution 31720 to "institute new rigor in capital project oversight that will increase appropriate and timely oversight and provide more transparency to the public," through, among other things, "enhanced regular CIP reporting developed in conjunction with the City Budget Office, including but not limited to quarterly reports to the Budget Committee on project scope, schedule, or budget deviations"; and

WHEREAS, in order to provide uniformity across City departments, and to communicate progress of projects during the budget process and in monitoring reports, City capital departments agreed to use common terminology identifying project stages; and

WHEREAS, the City Council imposed stage-based provisos for selected projects in 2018 and 2019 to allow spending of authorized appropriations only for specified activities unless and until the City Council passes future separate ordinances lifting such provisos; and

WHEREAS, the Council adopted Resolution 31853, establishing enhanced reporting requirements for the City's Capital Improvement Program projects and establishing the City's intent to use a stage-gate appropriation process for selected projects; and

WHEREAS, the Council has annually adopted a Watch List of projects since 2019, consistent with Resolution 31853; and

WHEREAS, on January 13, 2023, the Executive transmitted for Council's consideration a Proposed Watch List of projects requiring enhanced quarterly reports consistent with Resolution 31853; NOW,

THEREFORE,

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

CONCURRING, THAT:

Section 1. The Seattle City Council (“Council”) establishes the following as the 2023 Watch List of capital projects as shown in Table 1:

Table 1: 2023 Watch List

	Dept	CIP Project ID	Project Title
1.	Finance & Administrative Services (FAS)	MC-FA-FS31	Fire Station 31 Replacement
2.	FAS	MC-FA-HCMSYS	Human Capital Management System
3.	ITD	MC-IT-C6304	Criminal Justice Information System Projects
4.	ITD	MC-IT-C6307	Applications Development - Public Safety
5.	Seattle City Light (SCL)	MC-CL-YR8351	Overhead Equipment Replacements
6.	SCL	MC-CL-ZT8307	Alaskan Way Viaduct and Seawall Replacement - Utility Relocations
7.	Seattle Department of Transportation (SDOT)	MC-TR-C013	RapidRide J Line
8.	SDOT	MC-TR-C040	Center City Streetcar Connector
9.	SDOT	MC-TR-C051	Madison BRT - RapidRide G Line
10.	SDOT	MC-TR-C054	SPU Drainage Partnership - South Park
11.	SDOT	MC-TR-C072	Alaskan Way Main Corridor
12.	SDOT	MC-TR-C073	Overlook Walk and East-West Connections Project
13.	SDOT	MC-TR-C096	Georgetown to South Park Trail
14.	SDOT	MC-TR-C102	Northlake Retaining Wall
15.	Seattle Parks & Recreation (SPR)	MC-PR-21005	Smith Cove Park Development
16.	SPR	MC-PR-21007	Parks Central Waterfront Piers Rehabilitation
17.	SPR	MC-PR-41040	Lake City Community Center Redevelopment
18.	SPR	MC-PR-41071	Green Lake Community Center and Evans Pool Substantial Alteration
19.	Seattle Public Utilities (SPU)	MC-SU-C3614	Ship Canal Water Quality Project
20.	SPU	MC-SU-C3806	South Park Stormwater Program

Section 2. The Council requests that the Mayor submit an enhanced quarterly report for each project on the 2023 Watch List in the manner and on the timeline described in Resolution 31853. The Council further requests that the Mayor continue to provide information as soon as practicable about these and other large, complex, discrete capital projects whenever significant budget, schedule, or scope risks are developing that may require Council decisions. Similarly, and consistent with Resolution 31853, the Council invites the Mayor to add any other projects to the 2023 Watch List through the course of the year and then to provide enhanced quarterly reporting for those other capital projects in order to enable the Council to make critical policy choices - changing funding, adjusting scope, etc. - as early as possible and before identified risks develop into actual implementation challenges.

Section 3. The Council intends to review the enhanced quarterly reports and to determine whether and how to stage Council approval of funding for each project on the 2023 Watch List.

Section 4. The City Council anticipates that the Finance and Housing Committee will review the enhanced quarterly reports.

Adopted by the City Council the _____ day of _____, 2023, and signed by me in open session in authentication of its adoption this _____ day of _____, 2023.

President _____ of the City Council

The Mayor concurred the _____ day of _____, 2023.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2023.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact:	CBO Contact:
Legislative	Edin Sisc	Caleb Wagenaar

* Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.

1. BILL SUMMARY

Legislation Title: A RESOLUTION establishing a Watch List of large, complex, discrete capital projects that will require enhanced quarterly monitoring reports for the 2023 calendar year.

Summary and Background of the Legislation: This resolution establishes a Watch List of capital projects with a significant financial, policy, or programmatic impact on the City and its residents. The resolution requests that the Executive provide enhanced quarterly reporting for this list of projects in a manner consistent with Resolution 31853.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ___ Yes X 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 amend the Adopted Budget? ___ Yes X No

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

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

No.

Are there financial costs or other impacts of *not* implementing the legislation?

No.

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

3.a. Appropriations

X This legislation adds, changes, or deletes appropriations.

*See budget book to obtain the appropriate Budget Control Level for your department.

3.b. Revenues/Reimbursements

X This legislation adds, changes, or deletes revenues or reimbursements.

Anticipated Revenue/Reimbursement Resulting from This Legislation:

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

Yes. The resolution requests that several Executive departments provide enhanced quarterly capital project reports as shown in the resolution (Section 1, Table 1).

b. Is a public hearing required for this legislation?

No.

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No.

d. Does this legislation affect a piece of property?

No.

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

None identified.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

No.

2. 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.

g. 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)?

N/A.

Summary Attachments (if any):



Legislation Text

File #: Res 32084, **Version:** 1

CITY OF SEATTLE

RESOLUTION _____

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.

WHEREAS, state grant assistance is requested by The City of Seattle to aid in financing the cost of the

following projects (“Projects”) to be administered by Seattle Parks and Recreation (SPR): Discovery Park South Beach Trail; Stan Sayres Boat Launch Renovation; and South Leschi Transient Moorage; and

WHEREAS, on August 18, 2017, the Seattle City Council passed Resolution 31763 adopting the 2017 Parks and Open Space Plan; and

WHEREAS, the Projects are included in SPR’s Asset Management Plan, the 2017 Parks and Open Space Plan, the 2016-2021 Capital Improvement Program, and/or the Seattle Park District Major Maintenance Plan; and

WHEREAS, state grant assistance is requested by SPR to aid in financing the cost of the Projects referenced above; NOW, THEREFORE,

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

CONCURRING, THAT:

Section 1. The City of Seattle (for the purposes of this resolution, “the City” or “we/us/our”) has applied for or intends to apply to the State of Washington for funding assistance managed by the State Recreation and Conservation Office (RCO) for the “Proposed CIP Projects” in the amount set forth in the “Grant Request”

column below:

Proposed CIP Projects	RCO Program Category	Match	Grant Request
Discovery Park South Beach Trail	Recreational Trails Program (RTP)	\$88,000	\$150,000
	Trails-Nonhighway and Off-Road Vehicle Activities Program (NOVA-Trails)		\$182,111
Stan Sayres Boat Launch Renovation	Boating Facilities Program (BFP)	\$1,010,576	\$820,000
South Leschi Transient Moorage	Boating Facilities Program (BFP)	\$3,955,597	\$1,000,000
Total		\$5,054,173	\$2,152,111

Section 2. The City authorizes the following person or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Moshe Hecht / Sr. Project Funds and Contracts Coordinator
Project contact (day-to-day administering of the grants and communicating with the RCO)	Moshe Hecht / Sr. Project Funds and Contracts Coordinator
RCO Grant Agreement (Agreement)	Anthony Paul Diaz / Superintendent
Agreement amendments	Anthony Paul Diaz / Superintendent. Alternate Signers include the Deputy Superintendent, Planning, Development and Maintenance Director, and Policy Director.
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typically recorded on the property with the county.	Anthony Paul Diaz / Superintendent. Alternate Signers include the Deputy Superintendent, Planning, Development and Maintenance Director, and Policy Director.

The above persons are considered “authorized representative(s)/agent(s)” for purposes of the documents indicated. Our organization shall comply with a request from RCO to provide documentation of persons who

may be authorized to execute documents related to the grant.

Section 3. The City has reviewed the sample project agreement, which is attached to this resolution as Attachment A. The City understands and acknowledges that, if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement, and that such terms and conditions of any signed project agreement shall be legally binding, to the extent allowed by law, on the City if the Superintendent or the authorized representative/agent enters into a project agreement on our behalf. The City's obligations under any indemnity provision authorized by this resolution are subject to any limitations imposed by state law. Appropriated funds that are subject to this indemnity obligation include, but are not limited to, funds in the Licensee's self-insurance program and in the judgment claims subfund (00126) established by Ordinance 124088, and future moneys appropriated for the same purposes. The City understands that RCO reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above-authorized representative/agent before execution.

Section 4. The City acknowledges and warrants that the Superintendent will have full legal authority to enter on its behalf into a project agreement(s) that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement to the maximum extent allowed by law or as may be revised prior to execution.

Section 5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with RCO is purely voluntary on the part of the City.

Section 6. The City understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of the City.

Section 7. The City further understands that prior to executing the project agreement(s), RCO may make

revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. The City accepts the legal obligation that prior to execution of the project agreement(s), the Superintendent shall inform City Council of any revisions to the project agreement from that of the sample project agreement and obtain required authority to enter the agreement on behalf of the City. The City also acknowledges and accepts that the Superintendent will not execute the project agreement(s) without required authorizing legislation and that after execution of any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) may be deemed to be executed with the authorization of the City and apply to the maximum extent allowed by law.

Section 8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

Section 9. [Reserved from State template due to City legislative requirements.]

Section 10. If match is required for the grant, we understand the City must certify the availability of match at least one month before funding approval. In addition, the City understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

Section 11. The City acknowledges that if it receives grant funds managed by RCO, RCO will pay us on a reimbursement basis. We understand “reimbursement basis” means that we will only request payment from RCO after we incur grant-eligible and allowable costs and pay them. RCO may also determine an amount of retainage and hold that amount until the Project is complete.

Section 12. The City acknowledges that any property owned by the City that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or by RCO in writing and pursuant to the project agreement or an amendment thereto. Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the

grant as required by grant program policies unless otherwise provided for, pursuant to the project agreement or an amendment thereto.

Section 13. The City passes this resolution with the understanding that it shall be deemed to be part of the formal grant application to RCO.

Section 14. By adopting this resolution, the City warrants and certifies that it has full legal authority to commit the City to the warranties, certifications, promises, and obligations set forth in this resolution.

Adopted by the City Council the _____ day of _____, 2023, and signed by me in open session in authentication of its adoption this _____ day of _____, 2023.

President _____ of the City Council

The Mayor concurred the _____ day of _____, 2023.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2023.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:

Attachment A - Sample RCO Project Agreement

Project Number:
USFS Number:



Project Sponsor:

Project Number:

Project Title:

Approval Date:

A. PARTIES OF THE AGREEMENT

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the Sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

C. DESCRIPTION OF PROJECT

D. PERIOD OF PERFORMANCE

The period of performance begins on (project start date) and ends on (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by policies published in RCO manuals as of the effective date of this agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

The Sponsor has obligations beyond this period of performance as described in Section F: Long-Term Obligations.

E. STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Project Agreement are hereby incorporated by reference as part of this Agreement.

F. LONG-TERM OBLIGATIONS

G. PROJECT FUNDING

The total grant award provided by the funding board for this project shall not exceed \$. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	<u>Percentage</u>	<u>Dollar Amount</u>	<u>Source of Funding</u>
--	-------------------	----------------------	--------------------------

Project Sponsor

Total Project Cost

H. FEDERAL FUND INFORMATION

I. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

Project Number:
USFS Number:

J. AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by all parties. Extensions of the period of performance and minor scope adjustments consented to in writing (including email) by the Sponsor need only be signed by RCO's director or designee, unless otherwise provided for in another agreement a Sponsor has with the RCO. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding on the Sponsor if the representative/agent signing has been authorized to do so by Applicant Resolution/Authorization provided to the RCO and such Applicant Resolution/Authorization has not been withdrawn by the governing body in a subsequent resolution.

Any amendment to this Agreement, unless otherwise expressly stated, shall be deemed to include all current federal, state, and local government laws and rules, and funding board policies applicable and active and published in RCO manuals or on the RCO Website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

K. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable policies published in RCO manuals or on the RCO Website as exist on the effective date of this Agreement and any amendments to this Agreement. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

L. SPECIAL CONDITIONS

M. AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Project Contact

Name:

Title:

Address:

Email:

Natural Resources Building

PO Box 40917

Olympia, Washington 98504-0917

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

N. ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

O. EFFECTIVE DATE

This Agreement, for project , shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the Sponsor and the RCO, whichever is later (effective date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: PERIOD OF PERFORMANCE are allowed only when this Agreement is fully executed and an original is received by RCO.

Project Number:

USFS Number:

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE PROJECT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

By: _____

Date: _____

Name: (printed) _____

Title: _____

By: _____

Date: _____

Pre-approved as to form:

By: _____

Date: _____

Assistant Attorney General

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Project Number:

USFS Number:



Standard Terms and Conditions of the Project Agreement

Project Sponsor:

Project Number:

Project Title:

Approval Date:

SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

Agreement or project agreement – The document entitled “Funding Board Project Agreement” accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions of the Project Agreement, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Funding Board Project Agreement subject to any limitations on their effect.

applicant – Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.

application – The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

Boating Infrastructure Grant (BIG) – A program administered through the United States Fish and Wildlife Service.

C.F.R. – Code of Federal Regulations

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

Project Number:

USFS Number:

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

education project – A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.

education and enforcement project – A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

enhancement project – 1) A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site, or 2) a project that (i) supports hatchery reform to improve hatchery effectiveness to minimize impacts to wild fish populations, (ii) ensures compatibility between hatchery production and salmon recovery programs, or (iii) supports sustainable fisheries (WAC 420.04.010).

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under RCW 79A.25.110, or the Salmon Recovery Funding Board (SRFB) created under RCW 77.85.110.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

long-term compliance period – The period of time after the project end date or end of the period of performance (depending on the project types and grant program). During this period, the Sponsor has continuing obligations under the Agreement. This period may have a nonspecific end date (in perpetuity) or an expressly specified number of years.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and applicable regulations and policies.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

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maintenance – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreation or salmon recovery.

maintenance and operation – A project that maintains and operates existing areas and facilities through repairs, upkeep, and routine services for the benefit of outdoor recreationists.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

monitoring project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

monitoring and research project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

Office – Means the Recreation and Conservation Office or RCO.

notice of grant – As required by RCO or another authority, a document that has been legally recorded in the county or counties where the project property is located that describes the grant funded project located on the property, the funding sources, and agencies responsible for awarding the grant.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

planning (RCFB projects only) – A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.

planning (SRFB projects only) – A project that results in a study, assessment, project design, or inventory.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. This administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

project area, RCFB – A geographic area that delineates a grant assisted site which is subject to project agreement requirements (WAC 286.04.010).

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project area, SRFB – The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project (WAC 420.04.010).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

research project – Means a project that studies salmon and the effectiveness of recovery restoration efforts on the population or habitat condition.

RCO – Recreation and Conservation Office – The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by RCW 79A.25.110 and 79A.25.150 and charged with administering this Agreement by RCW 77.85.110 and 79A.25.240.

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project – A project that brings a site back to its historic function as part of a natural ecosystem or improving the ecological functionality of a site.

restoration and enhancement project – A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

RCFB – Recreation and Conservation Funding Board

RCW – Revised Code of Washington

Recreational Trails Program (RTP) – A Federal Highways Administration grant program.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB – Salmon Recovery Funding Board

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subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in Section G: Project Funding.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

useful service life – Period during which an asset or property is expected to be useable for the purpose it was acquired, developed, renovated, and/or restored per this Agreement.

WAC – Washington Administrative Code.

SECTION 2. PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the RCO.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the funding board undertakes to assist the Sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the Sponsor. The funding board undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is Sponsored by more than one entity, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO has no responsibility for reviewing, approving, overseeing or supervising design or construction of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO will act only to confirm at a general, lay, and nontechnical level, solely for the purpose of compliance and payment and not for safety or suitability, that the project has apparently been completed as per the Agreement.

SECTION 5. INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or the negligence of the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

This provision shall be included in any agreement between Sponsor and any contractors, subcontractor and vendor, of any tier.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06 or Section 30B.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

SECTION 8. COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the funding board. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law.
- B. Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1. Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130).** If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

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- D. Archaeological and Cultural Resources.** RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The Sponsor must assist RCO in compliance with Governor's Executive Order 05-05 or the National Historic Preservation Act before and after initiating ground-disturbing activity or construction, repair, installation, rehabilitation, renovation, or maintenance work on lands, natural resources, or structures. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the Sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.
- E. Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- F. Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

SECTION 9. RECORDS

- A. Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. Maintenance.** The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: PROJECT REIMBURSEMENTS. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

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- C. Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. Public Records.** Sponsor acknowledges that the funding board is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04. Additionally, in compliance with RCW 77.85.130(8), Sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

SECTION 10. PROJECT FUNDING

- A. Authority.** This Agreement is funded through a grant award from the recreation and conservation funding board per WAC 286 and/or the salmon recovery funding board per WAC 420. The director of RCO enters into this Agreement per delegated authority in RCW 79A.25.020 and 77.85.120.
- B. Additional Amounts.** The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.
- C. Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. Requirements for Federal Subawards.** Pre-Agreement costs before the federal award date in Section H: FEDERAL FUND INFORMATION are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- E. After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 11. PROJECT REIMBURSEMENTS

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- A. Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section G: PROJECT FUNDING. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.
- C. Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:
1. All approved or required activities outlined in the Agreement are done;
 2. On-site signs are in place (if applicable);
 3. A final project report is submitted to and accepted by RCO;
 4. Any other required documents and media are complete and submitted to RCO;
 5. A final reimbursement request is submitted to RCO;
 6. The completed project has been accepted by RCO;
 7. Final amendments have been processed;
 8. Fiscal transactions are complete, and
 9. RCO has accepted a final boundary map, if requested by RCO, for which the Agreement terms will apply in the future.
 10. Notice of Grant (if applicable) filed with the county lands records office and a stamped copy received by RCO
- E. Requirements for Federal Subawards: Match.** The Sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:
1. Are verifiable from the non-Federal entity's (Sponsor's) records;
 2. Are not included as contributions for any other Federal award;
 3. Are necessary and reasonable for accomplishment of project or program objectives;

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4. Are allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles (2013);
5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION of this Agreement; and
7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.

F. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:

1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

SECTION 12. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements. See WAC 420-12.

SECTION 13. RECOVERY OF PAYMENTS

- A. Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. Overpayment Payments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

- C. Requirements for Federal Subawards.** RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

SECTION 14. COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 15. INCOME (AND FEES) AND USE OF INCOME

RCFB Projects. See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

A. Income.

- 1. Farm and Forest Account (Farmland and Forestland Preservation Grants).** Excepted from this section is income generated and fees paid on/for properties which received funds from the Farm and Forest Account (RCW 79A.15.130).
- 2. Firearms and Archery Range Recreation Projects.** Excepted from this section are safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).
- 3. Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any policies adopted by the RCFB or SRFB.

- B. Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) during or after the reimbursement period cited in the Agreement, must be set to offset:

1. The Sponsor's matching resources;
2. The project's total cost;
3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
5. Capital expenses for similar acquisition and/or development and renovation; and/or
6. Other purposes explicitly approved by RCO

- C. Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:

1. Grant program laws, rules, policies, and funding board policies;

2. Value of any service(s) furnished;
3. Value of any opportunities furnished; and
4. Prevailing range of public fees in the state for the activity involved.

D. Requirements for Federal Subawards. Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

SECTION 16. PROCUREMENT REQUIREMENTS

A. Procurement Requirements. If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists the Sponsor must follow these minimum procedures:

1. Publish a notice to the public requesting bids/proposals for the project;
2. Specify in the notice the date for submittal of bids/proposals;
3. Specify in the notice the general procedure and criteria for selection; and
4. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
5. Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

B. Requirements for Federal Subawards.

1. For all Federal subawards except RTP projects, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
2. For RTP subawards, Sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section.

SECTION 17. TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in published funding board policies, or approved by RCO in writing.

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- A. Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.
- C. Requirements for Federal Subawards.** Except in the RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 4. Adequate maintenance procedures must be developed to keep the property in good condition.
 5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- D. Requirements for RTP Subawards.**
1. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.
 2. Sponsor may be required to pay prevailing wage rates as required by the Davis Bacon Act as amended.

SECTION 18. RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 23.C: Control and Tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

SECTION 19. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in funding board policy, this Agreement, or as otherwise directed by RCO consistent with existing policies. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

SECTION 20. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 21. ACKNOWLEDGMENT AND SIGNS

A. Publications. The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.

B. Signs.

1. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director; and
2. During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.

C. Ceremonies. The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.

D. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:

1. The fund source;
2. The percentage of the total costs of the project that is financed with federal money;
3. The dollar amount of federal funds for the project; and
4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 22. PROVISIONS FOR BOATING PROJECT GRANTS

If requested by RCO, or required per state or federal law or rule with respect to any project or project element that supports recreational boating, Sponsor shall manage the project or project element per federal rules to include 2 C.F.R. Part 200, and place a United States Coast Guard (or other federal agency) logo and funding program information at the project site.

SECTION 23. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted by the board and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration (WAC 286.13.130). It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
1. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval of the board or RCO.
- C. Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure (such as landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement and determines the long-term compliance period unless otherwise approved by the board.
- D. Nondiscrimination.** Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:
- "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- E. Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

SECTION 24. PROVISIONS APPLYING TO ACQUISITION PROJECTS

Project Number:

USFS Number:

The following provisions shall be in force only if the project described in this Agreement is an acquisition project (including projects with any acquisition component):

- A. Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.
- B. Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
- D. Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the funding board project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
 - 1. Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. See WAC 286 or 420. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
 - 2. Assignment of Rights.** The Assignment of Rights document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 - 3. Easements and Leases.** The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
- E. Real Property Acquisition and Relocation Assistance.**
 - 1. Federal Acquisition Policies.** When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended, and applicable regulations and procedures of the federal agency implementing that Act.

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2. **State Acquisition Policies.** When state funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
 3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the Sponsor agrees to provide any housing and relocation assistance required.
- F. Buildings and Structures.** In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with Section 8.D Archeological and Cultural Resources.
- G. Hazardous Substances.**
1. **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
 - a. No hazardous substances were found on the site, or
 - b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
 2. **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
 3. **Hold Harmless.** The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.
- H. Requirements for Federal Subawards.** The non-federal entity (Sponsor) must submit reports at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

SECTION 25. LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. Long-Term Obligations of RCFB Projects.** Sponsor shall comply with WAC 286-13-160, 170, and 180.
- B. Long-Term Obligations of SRFB Projects.** Sponsor shall comply with WAC 420.

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- C. Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by policy, program rules, or this Agreement, or approved in writing by RCO or the funding board, RCO requires that the project area continue to function as intended after the period of performance in perpetuity.
- D. Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. Also see WAC Title 286 or 420 and applicable policies. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the funding board through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon this Agreement, applicable law and RCFB/SRFB policies.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided in this Agreement, by funding board policy, other RCO approved written documents, or required by applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per established funding board policies, and the board or RCO may pursue such remedies as are allowed by law and board policies, and/or this Agreement.

SECTION 26. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation, or restoration project:

- A. Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:
1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 2. In a reasonably safe condition for the project's intended use;
 3. Throughout its estimated useful service life so as to prevent undue deterioration;
 4. In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. Open to the public.** Unless otherwise specifically provided for in the Agreement of funding board policies, and in compliance with applicable statutes, rules, and funding board policies, facilities must be open and accessible to the general public, and must:

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1. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
3. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals, by a decision of the board, or by RCO in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

SECTION 27. RECORDED NOTICE OF GRANT

At the request of RCO, Sponsor shall record a notice of grant on the property and shall submit to the RCO a recorded and registry stamped copy of such notice. The purpose of the notice of grant is to ensure that the present and future use of the facility is and shall remain subject to the terms and conditions described in this Agreement. The notice of grant shall be in a format specified by RCO.

SECTION 28. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate Sponsor, including any nonprofit Sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the Sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor's obligation to the qualified successor if requirements are met.
- C. Maintain sites or facilities open to the public and may not limit access to members.

SECTION 29. PROVISIONS FOR FEDERAL SUBAWARDS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section H: FEDERAL FUND Information:

- A. **Sub-Recipient** (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. **Binding Official.** Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

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C. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

- 1. Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- 2. Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in Section H: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

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- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- F. Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).
- H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

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- I. **Procurement of Recovered Materials.** A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- J. **Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- K. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- L. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

SECTION 30. PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS

- A. **Use of Sport Fish Restoration Logo.** Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service's Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

SECTION 31. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

- A. **Liability Insurance.** The Sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it carries, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of people who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.

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- C. Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement in Section F. LONG-TERM OBLIGATIONS.
- D. Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.
- E. Government Agencies.** The requirement of Subsection A through D above shall not apply if the Sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

SECTION 32. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "Project Agreement General Provisions" of the LWCF are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

SECTION 33. PROVISIONS FOR FARM AND FOREST ACCOUNT PROJECTS (FARMLAND AND FORESTLAND PRESERVATION PROJECTS ONLY)

The following sections will not apply to Farmland and Forestland Preservation Projects if covered separately in a recorded RCO approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

- A.** Section 15 - Income and Income Use;
- B.** Section 19 - Stewardship and Monitoring;
- C.** Section 21 - Acknowledgement and Signs;
- D.** Section 24 -- Provisions Applying To Acquisition Projects, Sub-sections D, F, and G;
- E.** Section 25C -Perpetuity; and
- F.** Section 26 -- Construction, Operation, Use and Maintenance of Assisted Projects.

SECTION 34. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY

Project Number:

USFS Number:

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

SECTION 35. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded in part or wholly from the Puget Sound Acquisition and Restoration program.

The Sponsor agrees to the following terms and conditions:

- A. Cost Principles/Indirect Costs For State Agencies.** GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements," if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.
- B. Credit and Acknowledgement.** In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- C. Hotel Motel Fire Safety Act.** Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.
- D. Drug Free Workplace Certification.** Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.
- E. Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs that are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- F. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA).** This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

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“You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees’ employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award.”

The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

The federal agency funding this Agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

- G. Lobbying.** The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities.

The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any Sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- H. Reimbursement Limitation.** If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the Sponsor for costs incurred in excess of the RCO approved budget.
- I. Disadvantaged Business Enterprise Requirements.** The Sponsor agrees to comply with the requirements of EPA’s Utilization of Small, Minority and Women’s Business Enterprises in procurements made under this award.
- J. Minority and Women’s Business Participation.** Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows:

Purchased Goods 8% MBE 4% WBE

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Purchased Services 10% MBE 4% WBE

Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement :

1. Include qualified minority and women's businesses on solicitation lists .
2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses .
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses .
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

K. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
2. \$3,000 or more is included for supplies; or
3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as
4. Described in items (a) and (b).

When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor's region . Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators also can answer any questions.

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Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

L. Procurement involving an EPA Financial Assistance Agreement. Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
6. If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.

M. Lobbying & Litigation. By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:

1. Certification Regarding Lobbying, EPA Form 6600-06:
http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf
2. Disclosure of Lobbying Activities, SF LLL: http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf

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3. Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

- N. Payment to Consultants.** EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients' (Sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices).

Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is \$602.24 per day \$75.28 per hour.

- O. Peer Review.** Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.
- P. International Travel (Including Canada).** All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.
- Q. Unliquidated Obligations (ULO).** Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

SECTION 36. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

1. Federal law and binding executive orders;
2. Code of federal regulations;
3. Terms and conditions of a grant award to the state from the federal government;
4. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
5. State law (constitution, statute);

6. Washington Administrative Code;
7. Funding board or RCO policies.

SECTION 37. LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate by writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate .

SECTION 38. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default . Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing , signed by the director, or the director's designee, and attached as an amendment to the original Agreement .

SECTION 39. APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The funding board and RCO rely on the Sponsor's application in making its determinations as to eligibility for , selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement .

SECTION 40. SPECIFIC PERFORMANCE

The funding board and RCO may enforce this Agreement by the remedy of specific performance , which usually will mean completion of the project as described in this Agreement and/or enforcement of long-term obligations. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

SECTION 41. TERMINATION AND SUSPENSION

The funding board and RCO will require strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause.

1. The funding board or the director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b. If the Sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement . Included in progress is adherence to milestones and other defined deadlines; or
 - c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;

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2. Prior to termination, the RCO or the funding board shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director or board approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
3. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

1. The Sponsor was not in default; or
2. Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights of Remedies of the RCO.

1. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
2. In the event this Agreement is terminated by the funding board or director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

1. **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

SECTION 42. DISPUTE HEARING

Project Number:

USFS Number:

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state :

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

SECTION 43. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 44. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington . In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington .

SECTION 45. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the funding board (which includes the State of Washington for purposes of this Agreement) and a federally recognized Indian Tribe, the following terms and conditions apply, but only between those parties:

Project Number:

USFS Number:

- A.** Notwithstanding the above venue provision, if the State of Washington intends to initiate legal action against a federally recognized Indian tribe relating to the performance, breach, or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such an action in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such action in federal court, otherwise the State may sue the Tribe in the Thurston County Superior Court, or such other superior court where venue is proper, if not proper in Thurston County. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the State may bring suit in Thurston County Superior Court or such other superior court where venue is proper, if not proper in Thurston County.
- B.** Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such actions under subsection A above, shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers, or employees, or the State of Washington, its agencies, or its officers and employees may exceed the amount of funding awarded under this Agreement.
- C.** As requested by RCO, the Tribe shall provide to RCO its governing requirements and procedures for entering into Agreement with RCO and waiving its sovereign immunity. In addition, the tribe shall provide to RCO all authorizations the Tribe requires to authorize the person(s) signing the Agreement on the Tribe's behalf to bind the Tribe and waive the Tribe's sovereign immunity as provided herein .
- D.** The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purposes of allowing the State to bring and prosecute to completion such actions relating to the performance, breach, or enforcement of this Agreement as provided in subsection A above, and to bring actions to enforce any judgment arising from such actions. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the funding board, the RCO, and any other state agencies as the term "agency" is broadly understood to include, but not be limited to, departments, commissions, boards, divisions, bureaus, committees, offices, councils, societies, etc.

SECTION 46. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact:	CBO Contact:
Parks and Recreation	Moshe Hecht/612-1015	Justin Hellier/327-5684

* Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.

1. BILL SUMMARY

Legislation Title: 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.

Summary and Background of the Legislation: This proposed legislation authorizes Seattle Parks and Recreation (SPR) to submit grant applications to the State of Washington Recreation and Conservation Office (RCO) for state funding assistance for the projects and amounts listed in the table below. This resolution is required as part of the formal RCO grant application process.

Improvements potentially funded by the RCO grant and City or other match sources are listed in the table below.

Project Name / Brief Description	RCO Category / Project #	RCO Grant Request	Match Source	Project Total
Discovery Park South Beach Trail – Re-routing of existing trail that is at the end of its useful life, will reduce maintenance costs, improve accessibility, and improve overall user experience.	Recreational Trails Program (RTP)	\$150,000	SPR \$88,000*	\$420,111
	Trails-Nonhighway and Off-Road Vehicle Activities Program (NOVA-Trails)	\$182,111	SPR \$88,000*	
Stan Sayres Boat Launch Renovation – This Project will renovate four launch lanes, install two boarding float extensions, eight piles, and two gangways.	Boating Facilities Program (BFP)	\$820,000	SPR \$1,010,576	\$1,830,576

Project Name / Brief Description	RCO Category / Project #	RCO Grant Request	Match Source	Project Total
South Leschi Transient Moorage – This project will provide 810 linear feet of side tie moorage on a 12-foot-wide wave attenuating float on the outer east and north end of the marina, and other improvements.	Boating Facilities Program (BFP)	\$1,000,000	SPR \$3,955,597	\$4,955,579
Total		\$2,152,111	\$5,054,173**	\$7,206,284

**Same matching funds for both applications, (not counted twice in total matching funds).*

***Does not include RCO matching funds*

SPR applies for RCO grants bi-annually and has garnered a strong success rate in securing additional funding for planned capital projects. SPR recently completed 4 RCO applications for a total of \$2,350,000 in the following RCO grant categories:

RCO Grant Category	Amount
Boating Facilities Program (BFP)	\$1,820,000
Trails-Nonhighway and Off-Road Vehicle Activities Program (NOVA-Trails)	\$182,111
Recreational Trails Program (RTP)	\$150,000
Total:	\$2,152,111

The RCO grants require a local match and will only fund projects that are included in an adopted plan. The recommended projects meet both criteria, as they are either included in SPR’s Asset Management Plan, the 2017 Parks and Open Space Plan, the 2016-2021 Capital Improvement Program, and/or the Seattle Park District Major Maintenance Plan. SPR’s required matching funds for the projects are appropriated in SPR’s 2022-2023 Capital Improvement Program.

RCO will announce the grant award recommendations in Q2, 2023, but the actual grant awards will not be contracted until Q4, 2023. RCO funding will support currently unfunded project elements.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? Yes No

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
 No.

Are there financial costs or other impacts of *not* implementing the legislation?
Failure to seek grant funding will result in greater City funding for project completion.

4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**
No other departments are affected.
- b. **Is a public hearing required for this legislation?**
No.
- c. **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No.
- d. **Does this legislation affect a piece of property?**
Yes, maps are attached as Summary Attachment A.
- e. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**
Discovery Park South Beach Trail: Discovery Park’s South Beach Trail is likely the most popular trail in this park. It is at the end of its useful life and is threatened by erosion and bluff instability. Though Discovery Park is located in a relatively homogenous affluent neighborhood, it is a regional park attracting people from all over Seattle and the country. Re-developing the trail ensures everyone will be able to enjoy the great views and overall experience it offers. Traveling While Black™ in Seattle gave Discovery Park a 5 out of 5 Black Person Comfort Level.
Stan Sayres Boat Launch Renovation and South Leschi Transient Moorage: These two projects were prioritized in 2016 but construction stalled due to the COVID-19 pandemic. SPR is ready to move forward with these projects. Stan Sayres is located just north of Genesee Park in the Rainier Valley. South Leschi is just north of I-90. Both projects provide critical water access to Lake Washington in Central and South Seattle. These areas are historically underserved.

All projects serve communities beyond their immediate vicinity and completion of these projects will ensure that these parks are open and accessible to all. Receipt of these monies are critical to the completion of each of these projects.
- f. **Climate Change Implications**
1. **Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**
All three of these projects are re-developments of existing parks to extend the useful lives of these assets. There will be neither an increase nor a decrease in carbon emissions.

- 2. 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.**

Each of these projects is incorporating climate-resilient practices where possible in the design and construction resulting in an increase in Seattle’s climate resiliency. The Discovery Park South Beach Trail project will restore the decommissioned sections of the trail. Additionally, the trail and viewpoints are designed to minimize the use of fabricated materials by utilizing more switchbacks and carefully creating viewpoints that are not dependent on built structures. The improved trails will help prevent erosion caused by the deteriorating trails.

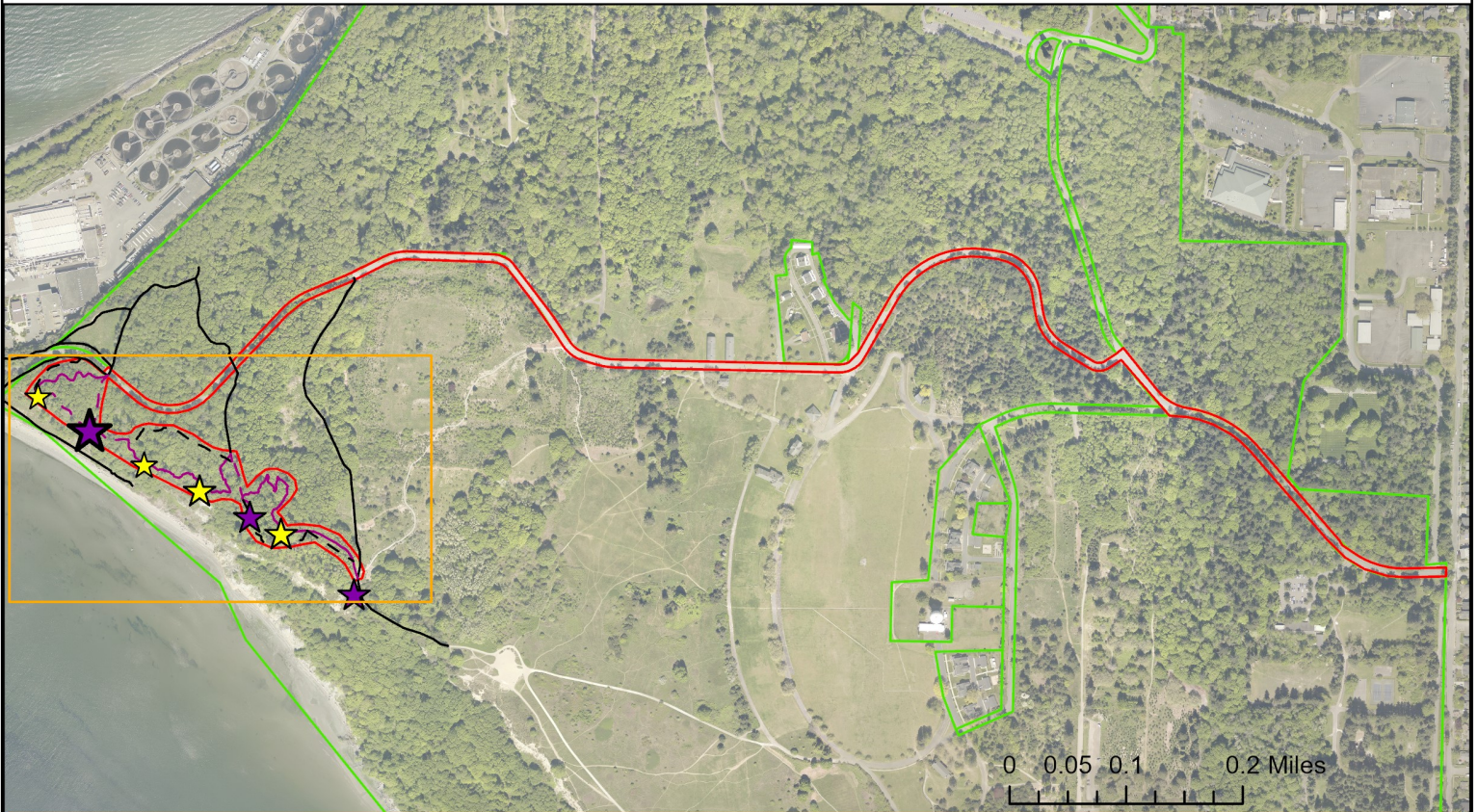
- g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program’s desired goal(s)?**

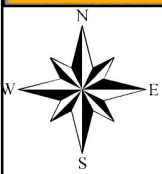
N/A.

Summary Attachments (if any):

Summary Attachment A - Project Maps

Discovery Park Trails
Sponsor: Seattle Parks & Rec Dept.
Program:



	<p>Project Boundary</p> <p> Project Boundary</p> <p>Park Boundary</p> <p> Park Boundary</p>	<p>Trails</p> <p> Trails</p> <p> Decommission</p> <p> Improve</p>	<p>View Point</p> <p>★ Existing, Large</p> <p>★ Existing, Large Hub</p>	<p>— New</p> <p>★ New, Large</p> <p>★ New, Medium</p>	<p>©2022, CITY OF SEATTLE All rights reserved.</p> <p>No warranties of any sort, including accuracy, fitness or merchantability accompany this product.</p> <p>Map date: September 19th, 2022</p>
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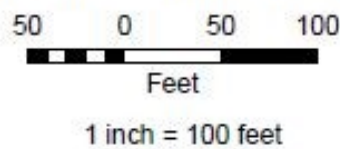


Lechi Park - South Moorage



Legend

-  Park Boundary



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Orthophoto source:
Pictometry, Spring/Summer :
Map date: January 22, 2013



Stan Sayres Boat Launch
 Sponsor: Seattle Parks & Rec Dept.
 Program:



City of Seattle



 Project Boundary

0 20 40 80 US Feet


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Date Exported: 10/12/2022 **372**