



# CITY OF SEATTLE

## City Council

### Agenda

Monday, June 28, 2021

2:00 PM

Remote Meeting. Call 253-215-8782; Meeting ID: 586 416 9164; or  
Seattle Channel online.

M. Lorena González, President

Lisa Herbold, Member

Debora Juarez, Member

Andrew J. Lewis, Member

Tammy J. Morales, Member

Teresa Mosqueda, Member

Alex Pedersen, Member

Kshama Sawant, Member

Dan Strauss, Member

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

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206-684-8888 (TTY Relay 7-1-1), email [CouncilAgenda@Seattle.gov](mailto:CouncilAgenda@Seattle.gov), or visit  
<http://seattle.gov/cityclerk/accommodations>.



# CITY OF SEATTLE

## City Council Agenda

June 28, 2021 - 2:00 PM

### Meeting Location:

Remote Meeting. Call 253-215-8782; Meeting ID: 586 416 9164; or Seattle Channel online.

### Committee Website:

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

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*In-person attendance is currently prohibited per Washington State Governor's Proclamation 20-28.15, until the COVID-19 State of Emergency is terminated or Proclamation 20-28 is rescinded by the Governor or State legislature. Meeting participation is limited to access by telephone conference line and online by the Seattle Channel.*

Register online to speak during the Public Comment period at the 2:00 p.m. City Council meeting at

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

Online registration to speak at the City Council meeting will begin two hours before the 2:00 p.m. 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.

Submit written comments to all Councilmembers at

[Council@seattle.gov](mailto:Council@seattle.gov)

Sign-up to provide Public Comment at the meeting at

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

Watch live streaming video of the meeting at

<http://www.seattle.gov/council/watch-council-live>

Listen to the meeting by calling the Council Chamber Listen Line at 253-215-8782 Meeting ID: 586 416 9164

One Tap Mobile No. US: +12532158782,,5864169164#

### A. CALL TO ORDER

**B. ROLL CALL****C. PRESENTATIONS****D. APPROVAL OF THE JOURNAL**

[Min 338](#) June 21, 2021

**Attachments:** [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 309](#) June 28, 2021

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

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

Register online to speak during the Public Comment period at the 2:00 p.m. City Council meeting at <http://www.seattle.gov/council/committees/public-comment>.

Online registration to speak at the City Council meeting will begin two hours before the 2:00 p.m. 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.

**H. PAYMENT OF BILLS**

*These are the only Bills which the City Charter allows to be introduced and passed at the same meeting.*

- [CB 120110](#) AN ORDINANCE appropriating money to pay certain audited claims for the week of June 14, 2021 through June 18, 2021 and ordering the payment thereof.

## I. COMMITTEE REPORTS

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

### CITY COUNCIL:

1. [CB 120107](#) AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the Seattle Fire Chiefs Association, IAFF, Local 2898, to be effective January 1, 2019, to December 31, 2021; and amending Ordinance 126237, which adopted the 2021 Budget, by increasing appropriations to the Seattle Fire Department for providing the 2019, 2020, and 2021 payments therefor; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

**Attachments:** [Att 1 - Local 2898 Agreement](#)

**Supporting Documents:**

[Summary and Fiscal Note](#)

[Summary Att 1 - Bill Draft of Local 2898 Agreement](#)

2. [CB 120098](#) AN ORDINANCE relating to the Board of Park Commissioners; changing the name to the Board of Parks and Recreation Commissioners; requesting that the Code Reviser revise the Seattle Municipal Code accordingly; amending the Board's composition and processes; authorizing an amendment to the Interlocal Agreement between The City of Seattle and the Seattle Park District; and amending Sections 3.26.010 and 3.26.030 of the Seattle Municipal Code.

**Attachments:** [Att 1 - Third Amendment to ILA](#)

[Att 2 - Amended and Restated ILA](#)

**Supporting Documents:**

[Summary and Fiscal Note](#)

3. [Appt 01951](#) Appointment of Jeffery L. Winmill as member, Seattle Ethics and Elections Commission, for a term to December 31, 2023.
- Supporting Documents:** [Appointment Packet](#)
4. [Appt 01871](#) Reappointment of Kimberly Walker as member, Families, Education, Preschool and Promise Levy Oversight Committee, for a term to December 31, 2023.
- Attachments:** [Appointment Packet](#)
5. [Appt 01952](#) Appointment of Taber Jossi Caton as member, Landmarks Preservation Board, for a term to August 14, 2024.
- Attachments:** [Appointment Packet](#)
6. [Appt 01953](#) Appointment of Ian Macleod as member, Landmarks Preservation Board, for a term to August 14, 2024.
- Attachments:** [Appointment Packet](#)
7. [Appt 01954](#) Appointment of Lora-Ellen McKinney as member, Landmarks Preservation Board, for a term to August 14, 2024.
- Attachments:** [Appointment Packet](#)
8. [Appt 01955](#) Appointment of Lawrence Norman as member, Landmarks Preservation Board, for a term to August 14, 2024.
- Attachments:** [Appointment Packet](#)
9. [Appt 01956](#) Reappointment of Harriet M. Wasserman as member, Landmarks Preservation Board, for a term to August 14, 2024.
- Attachments:** [Appointment Packet](#)

**PUBLIC SAFETY AND HUMAN SERVICES COMMITTEE:**

10. [Appt 01950](#) Appointment of Meghann McCann as Court Administrator of the Seattle Municipal Court.
- The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 5 - Herbold, González , Lewis, Morales, Sawant**  
**Opposed: None**
- Attachments:** [Appointment Packet](#)

**LAND USE AND NEIGHBORHOODS COMMITTEE:**

11. [CB 120106](#) AN ORDINANCE relating to historic preservation; imposing controls upon the Bordeaux House, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.

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

**In Favor: 3 - Strauss, Mosqueda, Pedersen**

**Opposed: None**

**Supporting**

**Documents:**

[Summary and Fiscal Note](#)

[Summary Ex A - Vicinity Map of Bordeaux House](#)

12. [CB 120081](#) AN ORDINANCE relating to affordable housing on properties owned or controlled by religious organizations; modifying existing development standards to facilitate creation of affordable housing; amending Section 23.45.504 of the Seattle Municipal Code, renumbering Section 23.44.009 of the Seattle Municipal Code as Section 23.44.007 and Section 23.44.019 as Section 23.44.009; and adding new Sections 23.42.055, 23.44.019, 23.45.550, 23.47A.040, 23.48.100, and 23.49.037 to the Seattle Municipal Code.

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

**In Favor: 3 - Strauss, Mosqueda, Lewis**

**Opposed: None**

**Abstain: 1 - Pedersen**

**Supporting**

**Documents:**

[Summary and Fiscal Note](#)

**SUSTAINABILITY AND RENTERS' RIGHTS COMMITTEE:**

13. [Appt 01957](#) Appointment of Katie Garrow as member, Green New Deal Oversight Board, for a term to April 30, 2022.

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

**In Favor: 4 - Sawant, Morales, Juarez, Pedersen**

**Opposed: None**

**Attachments:** [Appointment Packet](#)

14. [Appt 01958](#) Appointment of Steve Gelb as member, Green New Deal Oversight Board, for a term to April 30, 2022.

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

**In Favor: 4 - Sawant, Morales, Juarez, Pedersen**

**Opposed: None**

**Attachments:** [Appointment Packet](#)

15. [Appt 01959](#) Appointment of Keith Weir as member, Green New Deal Oversight Board, for a term to April 30, 2022.

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

**In Favor: 4 - Sawant, Morales, Juarez, Pedersen**

**Opposed: None**

**Attachments:** [Appointment Packet](#)

16. [Appt 01960](#) Appointment of Maria Batayola as member, Green New Deal Oversight Board, for a term to April 30, 2023.

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

**In Favor: 4 - Sawant, Morales, Juarez, Pedersen**

**Opposed: None**

**Attachments:** [Appointment Packet](#)

17. [Appt 01961](#) Appointment of Dennis Comer as member, Green New Deal Oversight Board, for a term to April 30, 2023.

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

**In Favor: 4 - Sawant, Morales, Juarez, Pedersen**

**Opposed: None**

**Attachments:** [Appointment Packet](#)

18. [Appt 01962](#) Appointment of Tomas Alberto Madrigal as member, Green New Deal Oversight Board, for a term to April 30, 2023.

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

**In Favor: 4 - Sawant, Morales, Juarez, Pedersen**

**Opposed: None**

**Attachments:** [Appointment Packet](#)

19. [Appt 01963](#) Appointment of Tyler Valentine as member, Green New Deal Oversight Board, for a term to April 30,2023.

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

**In Favor: 4 - Sawant, Morales, Juarez, Pedersen**

**Opposed: None**

**Attachments:** [Appointment Packet](#)

**J. ADOPTION OF OTHER RESOLUTIONS**

**K. OTHER BUSINESS**

**L. ADJOURNMENT**



Legislation Text

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**File #:** Min 338, **Version:** 1

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June 21, 2021

# SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor  
Seattle, WA 98104



## Journal of the Proceedings of the Seattle City Council

Monday, June 21, 2021

2:00 PM

Remote Meeting. Call 253-215-8782; Meeting ID: 586 416 9164; or  
Seattle Channel online.

### City Council

*M. Lorena González, President*

*Lisa Herbold, Member*

*Debora Juarez, Member*

*Andrew J. Lewis, Member*

*Tammy J. Morales, Member*

*Teresa Mosqueda, Member*

*Alex Pedersen, Member*

*Kshama Sawant, Member*

*Dan Strauss, Member*

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

*In-person attendance is currently prohibited per Washington State Governor's Proclamation 20-28.15, until the COVID-19 State of Emergency is terminated or Proclamation 20-28 is rescinded by the Governor or State legislature. Meeting participation is limited to access by telephone conference line and online by the Seattle Channel.*

#### **A. CALL TO ORDER**

The City Council of The City of Seattle met remotely pursuant to Washington State Governor's Proclamation 20-28.15, and guidance provided by the Attorney General's Office, on June 21, 2021, pursuant to the provisions of the City Charter. The meeting was called to order at 2:03 p.m., with Council President González presiding.

#### **B. ROLL CALL**

**The following Councilmembers were present and participating electronically:**

**Present:** 9 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Pedersen, Sawant, Strauss

#### **C. PRESENTATIONS**

There were none.

#### **D. APPROVAL OF THE JOURNAL**

[Min 337](#)

**June 14, 2021**

**Motion was made, duly seconded and carried, to adopt the proposed Minutes by the following vote, and the President signed the Minutes:**

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

**Opposed:** None

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

[IRC 308](#)**June 21, 2021**ACTION 1:

Motion was made and duly seconded to adopt the proposed Introduction and Referral Calendar (IRC).

ACTION 2:

By unanimous consent, Council Rule III.A.5., relating to circulation of a Council Bill for introduction by 5:00 p.m. on the preceding business day, was suspended to allow consideration of an amendment to the proposed Introduction and Referral Calendar.

ACTION 3:

Motion was made by Councilmember Lewis, duly seconded and carried, to amend the proposed Introduction and Referral Calendar by introducing Council Bill 120109, and by referring it to the Select Committee on Homelessness Strategies and Investments.

Council Bill 120109, AN ORDINANCE relating to City finances; creating a fund for depositing donations, gifts, and grants related to The City of Seattle's response to homelessness and provision of human services.

ACTION 4:

Motion was made and duly seconded to adopt the proposed Introduction and Referral Calendar as amended.

**The Motion carried, and the Introduction & Referral Calendar (IRC) was adopted as amended by the following vote:**

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

**Opposed:** None

**F. APPROVAL OF THE AGENDA**

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

## G. PUBLIC COMMENT

By unanimous consent, the Council Rules were suspended to provide a 30 minute Public Comment period.

The following individuals addressed the Council:

Howard Gale  
Ariel Lapson  
Stephanie Ingram  
Madeleine Grigg  
Jared Brown  
George Scarola  
Robert Amkraut  
Maiko Winkler-Chin  
Reese Tanimura  
Sharon Khosla  
Carolyn Hathaway  
Robert Stephens Jr.  
Loren Chotzen  
Joe A Kunzler  
Arielle Sulkin  
Naomi See  
Emijah Smith  
Karen Estevenin

## H. PAYMENT OF BILLS

[CB 120104](#) **AN ORDINANCE appropriating money to pay certain audited claims for the week of June 7, 2021 through June 11, 2021 and ordering the payment thereof.**

Motion was made and duly seconded to pass Council Bill 120104.

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

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

**Opposed:** None

**I. COMMITTEE REPORTS****CITY COUNCIL:**

1. [CB 120102](#) **AN ORDINANCE** relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the International Brotherhood of Electrical Workers Local 77 to be effective January 23, 2021 to January 22, 2023; amending Ordinance 126237, which adopted the 2021 Budget, by increasing appropriations to Seattle City Light for 2021 payments therefor; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

Motion was made and duly seconded to pass Council Bill 120102.

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

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

**Opposed:** None

**FINANCE AND HOUSING COMMITTEE:**

2. [CB 120093](#) **AN ORDINANCE** related to the City's response to the COVID-19 crisis; creating a new Fund in the City Treasury; amending Ordinance 126237, which adopted the 2021 Budget, including the 2021-2026 Capital Improvement Program (CIP); accepting funding from non-City sources; changing appropriations to various departments and budget control levels, and from various funds in the 2021 Budget; revising project allocations for certain projects in the 2021-2026 CIP; modifying or adding provisos; and ratifying and confirming certain prior acts.

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

**In Favor:** 5 - Mosqueda, Herbold, González , Lewis, Strauss

**Opposed:** None

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

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

**Opposed:** None

3. [CB 120094](#) **AN ORDINANCE related to the City's response to the COVID-19 crisis; amending Ordinance 126237, which adopted the 2021 Budget; changing appropriations to various departments and budget control levels, and from various funds in the Budget; imposing provisos; and ratifying and confirming certain prior acts, all by a 3/4 vote of the City Council.**

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

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

Opposed: None

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

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

Opposed: None

4. [CB 120101](#) **AN ORDINANCE relating to housing for low-income households; adopting the Housing Levy Administrative and Financial Plan for program years 2021-2023; adopting Housing Funding Policies for the 2016 Housing Levy and other fund sources; authorizing actions by the Director of Housing regarding past and future housing loans and contracts; and ratifying and confirming certain prior acts.**

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

In Favor: 5 - Mosqueda, Herbold, González , Lewis, Strauss

Opposed: None

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

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

Opposed: None

**TRANSPORTATION AND UTILITIES COMMITTEE:**

5. [CB 120100](#) **AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/CEO of Seattle Public Utilities to enter into a Water Quality Combined Financial Assistance Agreement between the State of Washington Department of Ecology and The City of Seattle, Public Utilities Department, to partially finance costs related to the construction of the Ship Canal Water Quality Project through a Clean Water State Revolving Fund Loan.**

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

**In Favor: 5 - Pedersen, Strauss, González , 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 - González , Herbold, Juarez, Lewis, Morales, Mosqueda,  
Pedersen, Sawant, Strauss**

**Opposed: None**

6. [Appt 01947](#) **Appointment of Erin K. Fitzpatrick as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2023.**

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

**In Favor: 5 - Pedersen, Strauss, González , Herbold, Morales  
Opposed: None**

**The Appointment (Appt) was confirmed by the following vote:**

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

**Opposed: None**

7. [Appt 01948](#) **Appointment of Hang Nguyen as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2023.**

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

**In Favor: 5 - Pedersen, Strauss, González , Herbold, Morales  
Opposed: None**

**The Appointment (Appt) was confirmed by the following vote:**

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

**Opposed:** None

8. [Appt 01949](#) **Appointment of Greyson Simon as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2023.**

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

**In Favor: 5 - Pedersen, Strauss, González , Herbold, Morales**

**Opposed: None**

**The Appointment (Appt) was confirmed by the following vote:**

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

**Opposed:** None

#### **J. ADOPTION OF OTHER RESOLUTIONS**

9. [Res 32008](#) **A RESOLUTION setting the public hearing on the petition of Seattle City Light for the vacation of a portion of Diagonal Way South, west of 4th Avenue South in the Greater Duwamish Manufacturing/Industrial Center of Seattle, according to Chapter 35.79 of the Revised Code of Washington, Chapter 15.62 of the Seattle Municipal Code, and Clerk File 314451.**

Motion was made and duly seconded to adopt Resolution 32008.

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

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

**Opposed:** None

#### **K. OTHER BUSINESS**

There was none.

#### **L. ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 3:43 p.m.

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**Jodee Schwinn, Deputy City Clerk**

**Signed by me in Open Session, upon approval of the Council, on June 28, 2021.**

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**M. Lorena González, Council President of the City Council**

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**Monica Martinez Simmons, City Clerk**



Legislation Text

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**File #:** IRC 309, **Version:** 1

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June 28, 2021



## 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

| <b>Record No.</b>             | <b>Title</b>   | <b>Committee Referral</b>     |
|-------------------------------|--|-------------------------------|
| <b><u>By: Mosqueda</u></b>    |  |                               |
| 1. <a href="#">CB 120110</a>  | AN ORDINANCE appropriating money to pay certain audited claims for the week of June 14, 2021 through June 18, 2021 and ordering the payment thereof.   | City Council                  |
| <b><u>By: González</u></b>    |  |                               |
| 2. <a href="#">Appt 01871</a> | Reappointment of Kimberly Walker as member, Families, Education, Preschool and Promise Levy Oversight Committee, for a term to December 31, 2023.  | City Council                  |
| <b><u>By: Mosqueda</u></b>    |  |                               |
| 3. <a href="#">CB 120111</a>  | AN ORDINANCE authorizing, in 2021, acceptance of funding from non-City sources; authorizing the heads of the Executive Department, Human Services Department, City Light Department, Department of Transportation, Seattle Fire Department, and Seattle Parks and Recreation to accept specified grants, private funding, and subsidized loans and to execute, deliver, and perform corresponding agreements; and ratifying and confirming certain prior acts.                   | Finance and Housing Committee |
| <b><u>By: Mosqueda</u></b>    |  |                               |
| 4. <a href="#">CB 120112</a>  | AN ORDINANCE amending Ordinance 126237, which adopted the 2021 Budget, including the 2021-2026 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; revising project allocations for certain projects in the 2021-2026 CIP; creating positions; modifying positions; abrogating positions; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council. | Finance and Housing Committee |
| <b><u>By: Mosqueda</u></b>    |  |                               |
| 5. <a href="#">CB 120113</a>  | AN ORDINANCE relating to the Multifamily Housing Property Tax Exemption Program; amending Section 5.73.070 of the Seattle Municipal Code to temporarily allow certain extensions of the Multifamily Housing Property Tax Exemption program completion deadline as permitted by state law; and ratifying and confirming certain prior acts.   | Finance and Housing Committee |

**By: Mosqueda**

6. [CB 120114](#) AN ORDINANCE relating to the Office of Housing; authorizing the acquisition of two parcels in South Park for the purpose of development of affordable housing and community ground floor space; placing the property under the jurisdiction of the Office of Housing; and ratifying and confirming certain prior acts.
- Finance and  
Housing  
Committee

**By: Pedersen**

7. [CB 120115](#) AN ORDINANCE relating to the Traffic Code; amending Sections 11.14.277, 11.16.121, and 11.76.015 of, and adding a new Section 11.14.276 to, the Seattle Municipal Code to establish on-street paid parking rates for large events that are expected to draw at least 10,000 attendees.
- Transportation and  
Utilities  
Committee



Legislation Text

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File #: CB 120110, Version: 1

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CITY OF SEATTLE

ORDINANCE \_\_\_\_\_

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

AN ORDINANCE appropriating money to pay certain audited claims for the week of June 14, 2021 through June 18, 2021 and ordering the payment thereof.

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

Section 1. Payment of the sum of \$15,829,132.97 on PeopleSoft 9.2 mechanical warrants numbered 4100468634- 4100470710 plus manual or cancellation issues for claims, E-Payables of \$100,196.36 on PeopleSoft 9.2 9100009455- 9100009506 and Electronic Financial Transactions (EFT) in the amount of \$44,192,511.68 are presented for ratification by the City Council per RCW 42.24.180.

Section 2. Any act consistent with the authority of this ordinance taken prior to its effective date is hereby ratified and confirmed.

Section 3. 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 28th day of June 2021 and signed by me in open session in authentication of its passage this 28th day of June 2021.

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jenny A. Durkan, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Monica Martinez Simmons, City Clerk

(Seal)



Legislation Text

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File #: CB 120107, Version: 1

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**CITY OF SEATTLE**

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

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

AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the Seattle Fire Chiefs Association, IAFF, Local 2898, to be effective January 1, 2019, to December 31, 2021; and amending Ordinance 126237, which adopted the 2021 Budget, by increasing appropriations to the Seattle Fire Department for providing the 2019, 2020, and 2021 payments therefor; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

WHEREAS, a collective bargaining agreement between The City of Seattle (“City”) and the Seattle Fire Chiefs Association, IAFF, Local 2898 expired on December 31, 2018; and

WHEREAS, employees represented by the Seattle Fire Chiefs Association, IAFF, Local 2898 continued to work after December 31, 2018, on condition that the subject of their wages continued to be negotiated during collective bargaining; and

WHEREAS, collective bargaining has led to an agreement concerning wages, benefits, and other conditions of employment between the City and the Seattle Fire Chiefs Association, IAFF, Local 2898; NOW,

THEREFORE,

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

Section 1. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of The City of Seattle to execute a collective bargaining agreement with the Seattle Fire Chiefs Association, IAFF, Local 2898, effective January 1, 2019, through December 31, 2021, substantially in the form attached to this ordinance as Attachment 1 and identified as “Agreement by and between The City of Seattle and Seattle Fire Chiefs Association, IAFF, Local 2898, AFL-CIO-CLC.”

Section 2. In order to pay for necessary costs and expenses incurred or to be incurred in 2021, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time of the making of the 2021 Budget, appropriations for the following items in the 2021 Budget are increased from the funds shown, as follows:

| Item         | Fund         | Department              | Budget Summary Level/ Code                           | Amount             |
|--------------|--------------|-------------------------|--|--------------------|
| 2.1          | General Fund | Seattle Fire Department | Leadership and Administration<br>(00100-BO-FD-F1000) | \$75,753           |
| 2.2          | General Fund | Seattle Fire Department | Operations (00100-BO-FD-F3000)                       | \$2,348,331        |
| 2.3          | General Fund | Seattle Fire Department | Fire Prevention (00100-BO-FD-F5000)                  | \$75,753           |
| <b>Total</b> |              |                         |  | <b>\$2,499,837</b> |

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 a 3/4 vote of all the members of the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jenny A. Durkan, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Monica Martinez Simmons, City Clerk

(Seal)

**Attachments:**

Attachment 1 - Agreement by and between The City of Seattle and Seattle Fire Chiefs Association, IAFF, Local 2898, AFL-CIO-CLC

**AGREEMENT**  
**BY AND BETWEEN**  
**THE CITY OF SEATTLE**  
**AND**  
**SEATTLE FIRE CHIEFS ASSOCIATION, IAFF, LOCAL 2898**  
**AFL - CIO - CLC**

Effective January 1, 2019 through December 31, 2021

TABLE OF CONTENTS

|   | <u>Page</u> |
|---|-------------|
| PREAMBLE.....   | iii         |
| ARTICLE 1 - RECOGNITION AND BARGAINING UNIT.....                      | 1           |
| ARTICLE 2 - UNION ENGAGEMENT .....                                    | 2           |
| ARTICLE 3 - SALARIES .....  | 3           |
| ARTICLE 4 - HOURS OF DUTY .....                                       | 5           |
| ARTICLE 5 - OVERTIME PAY.....   | 7           |
| ARTICLE 6 - TEMPORARY DETAIL TO HIGHER POSITIONS.....                 | 10          |
| ARTICLE 7 - VACATIONS .....   | 11          |
| ARTICLE 8 - SICKNESS AND DEATH IN FAMILY .....                        | 14          |
| ARTICLE 9 - COMPENSATION FOR USE OF PRIVATE AUTOMOBILE .....          | 16          |
| ARTICLE 10 - UNIFORM ALLOWANCE .....                                  | 17          |
| ARTICLE 11 - GRIEVANCE PROCEDURE .....                                | 18          |
| ARTICLE 12 - DISCIPLINE AND APPEAL OF DISCIPLINE.....                 | 23          |
| ARTICLE 13 - SICK LEAVE AND LONG TERM DISABILITY.....                 | 24          |
| ARTICLE 14 - JOINT LABOR MANAGEMENT AND JOINT SAFETY COMMITTEES ..... | 28          |
| ARTICLE 15 - UNION BUSINESS .....                                     | 29          |
| ARTICLE 16 - MANAGEMENT RIGHTS .....                                  | 30          |
| ARTICLE 17 - PRODUCTIVITY AND PERFORMANCE OF DUTY .....               | 31          |

ARTICLE 18 - MEDICAL CARE, DENTAL CARE AND LIFE INSURANCE ..... 32

ARTICLE 19 - GENERAL CONDITIONS ..... 34

ARTICLE 20 - PENSIONS..... 37

ARTICLE 21 - SUBORDINATION OF AGREEMENT ..... 38

ARTICLE 22 - SAVINGS CLAUSE..... 39

ARTICLE 23 - ENTIRE AGREEMENT ..... 40

ARTICLE 24 - DURATION OF AGREEMENT..... 41

APPENDIX A - WAGES..... 42

APPENDIX B - DEFERRED COMPENSATION..... 45

AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

SEATTLE FIRE CHIEFS ASSOCIATION, IAFF, LOCAL NO. 2898

AFL - CIO - CLC

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PREAMBLE

The rules contained herein constitute an Agreement between the City of Seattle, hereinafter referred to as the "City" or the "Employer" and the Seattle Fire Chiefs Association, I.A.F.F., Local Union No. 2898, hereinafter referred to as the "Union," governing wages, hours, and working conditions as described herein.

The City and the Union agree that the purpose of this Agreement is to provide for fair and reasonable compensation and working conditions for employees of the City as enumerated in this Agreement and to provide for the efficient and uninterrupted performance of municipal functions. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

- 1.1 The City hereby recognizes the Union as the exclusive bargaining representative of the bargaining unit of all supervisory uniformed personnel of the Fire Department holding the rank of Battalion Chief and Deputy Chief.

## ARTICLE 2 - UNION ENGAGEMENT

- 2.1 The City and the Union will administer the provisions of this Article with regard to dues deduction and membership of employees in accord with their respective obligations under the law.
- 2.1.1 Any disputes concerning the amount of dues or fees and/or the responsibility of the Union to the employees covered by this Agreement shall not be subject to the grievance and arbitration procedures set forth in this Agreement.
- 2.2 Neither party shall discriminate against any employee or applicant for employment because of membership or non-membership in the Union. Provided however, that this clause shall not restrict the Union from providing internal Union-sponsored benefits to Union members only.
- 2.3 The City shall make deductions on a regular basis from an employee's pay for the regular Union dues or other obligation agreed between the employee and the Union; provided such employees shall authorize said deductions in writing on a form to be filed with the City. The City shall remit such deductions to the Union. The performance of this function is recognized as a service to the Union by the Employer.
- 2.4 The Union recognizes that it is the Union's exclusive responsibility to notify employees of their options regarding association and/or membership. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.



considered to have been interrupted if the employee was absent from duty for any reason for a total of eight or more shifts.)

## ARTICLE 4 - HOURS OF DUTY

- 4.1 The number of hours assigned duty per week for employees under this Agreement shall be continued in accordance with provisions as set forth in this Agreement. Nothing herein shall limit the City in exercising discretion in varying the hours of duty of any employee. Employees working an average work week of 45.7 hours shall work a base schedule of a twenty-four (24) hour shift. Employees assigned to other divisions shall work forty (40) hours per /week.
- 4.1.1 In exigent circumstances such as earthquake, flood, pandemic, natural or manmade disaster, or danger to life or property or work so urgently necessary that its nonperformance will cause serious loss or damage to the City, the department may redeploy staff and/or adjust work schedules for up to two weeks or as mutually agreed.
- 4.2 Employees in the Operations Division may work a maximum of two consecutive 24-hour shifts provided that such a work assignment does not affect the employees' ability to safely perform their duties on the job and that the employees have not worked another two consecutive 24-shifts earlier in that month.
- 4.3 Members working two consecutive shifts at their request are responsible for all issues regarding proper relief including compensation for a holdover member. The Department will assume responsibility for relief compensation when members are held over for emergencies or at the direction of the Department.
- 4.4 Members are responsible for monitoring their state of readiness. When a member's scheduled shift falls on the second consecutive shift and the member is not adequately rested to perform their duties, the member will inform their supervisor and request time off using accrued compensatory time, vacation, or sick leave.
- 4.5 Employees will have twenty-four (24) hours off duty before and after a change of schedule to or from Operations and Administrative schedules when participating in manipulative training or work or having travel time greater than four (4) hours. Employees will have at least twelve (12) hours off duty before and after a change of schedule when only participating in non-manipulative training or work or other deployments that mandate post-incident rehabilitation periods.
- 4.6 Operations Division Supervising Chiefs assigned to Deputy 1, Battalions 2, 4, 5, 6, 7, and the Safety Officer positions shall have their floating debit day cancelled without using a vacation day. The Fire Chief (or designee) shall name the Supervising Chiefs by the end of December of each year.

- 4.7 The City agrees to a Special Relief program for all employees covered by this Agreement. Early or Late Relief shall be permitted subject to approval by the Employer.
- 4.8 An employee shall be granted time off with pay on Volunteer Relief if a replacement from the Union is arranged to work in place of the employee, with the approval of the Fire Chief or his/her designee.
- 4.8.1 Requests and arrangements for Volunteer Relief shall be made by the Union at least one shift prior to the proposed time off whenever possible.
- 4.8.2 Volunteer Relief may be worked in twenty-four (24) hour and twelve (12) hour increments (0800 to 2000 shifts and 2000 to 0800 shifts).
- 4.9 Each employee working in the Operations Division shall be assigned a work number consisting of the employee's assigned platoon (A, B, C, D) and a number from 1 to 13. In addition to the employee's assigned platoon schedule, the employee is assigned to work on the days upon which the work number falls. These days shall be referred to as scheduled debit shifts.
- 4.9.1 Employees shall work, in addition to the regularly scheduled twenty-four (24) hour shifts, one (1) floating debit shift per year to result in an average 45.7-hour work week.
- 4.9.2 Employees in the Operations Division shall be scheduled to work 28 shifts excluding floating debit shifts per 104-day debit cycle. Usually this will be 26 days on the assigned shift and 2 debit days. If, due to a transfer, an employee is not scheduled to work 28 shifts during the cycle, the Department will assign additional shifts or provide time off so that the employee is scheduled for 28 shifts.
- 4.10 Employees may not accumulate more than 480 hours of compensatory time as a result of a merit trade. Employees with 480 hours or more of compensatory time who work a merit trade shall be paid straight time wages for hours worked. Employees with less than 480 hours of compensatory time who work a merit trade shall accrue compensatory time up to the 480-hour cap and shall be paid straight time wages for all hours worked above the 480-hour cap. The employee initiating the merit trade shall have the appropriate amount of compensatory time deducted from their total.

## ARTICLE 5 - OVERTIME PAY

5.1 Work performed outside of the employee's regular scheduled shift(s) shall be compensated (pay or compensatory time) at the overtime rate of one and one-half (1 ½) times the employee's regular straight time hourly rate of pay for actual hours worked. All overtime work must be approved in advance by the employee's authorizing authority.

5.1.1 All overtime compensation shall be at the rate of time and one-half (1 1/2). Such overtime compensation shall be in the form of pay or employees may receive compensatory time at the overtime rate in lieu of overtime pay upon approval of the Chief of the Department up to a maximum of 480 hours of accumulated compensatory time. All overtime hours in excess of 480 shall be in the form of pay. Any employee who has accumulated more than 480 hours of compensatory time shall not accumulate any more, including by merit trade, as set forth above in Section 4.10. Any overtime earned after the Fair Labor Standards Act threshold of 212 hours in a twenty-eight (28) day work period shall be in the form of pay in all cases. The FLSA period shall begin on the first day of a pay period, with the beginning on June 14, 1995. The overtime rate of pay shall be determined from the applicable straight time hourly rate. Additionally, overtime worked pursuant to reimbursable activity shall be compensated at the overtime rate in the form of pay and shall not be taken as compensatory time.

5.2 Effective January 1, 2018, any Department work which commences less than four (4) hours before or after a shift will be considered shift extension time. Such shift extension time shall be paid at one and one-half (1 ½) times the employee's regular straight time hourly rate to the next even one (1) hour time period for the first hour and for the actual time worked thereafter. When such shift extension time is taken in compensatory time instead of pay, the employee shall be compensated at one and one-half (1 ½) times the regular straight time hourly rate to the next even one (1) hour time period for the first hour and rounded up to the nearest next half-hour for time worked thereafter.

5.2.1 Effective January 1, 2018, in the event that overtime is not an extension at the beginning or end of a normal shift, the minimum payment shall be four (4) hours at one and one-half (1 ½) times the employee's regular straight time hourly rate. Time worked in excess of the four (4) hour minimum shall be compensated for the actual time worked thereafter in accordance with Section 5.1. When time worked in excess of the four (4) hour minimum is taken in compensatory time instead of pay, the employee shall be compensated at one and one-half (1 ½) times the employee's regular straight time hourly rate rounded up to the nearest next half-hour for time worked thereafter. Except that effective upon ratification of this Agreement by both parties, employees who remotely or virtually attend required meetings off-shift shall

be compensated at one and one-half (1 ½) times the employee's regular straight time hourly rate for a minimum of 1-hour.

5.3 Vacancies occurring in the Battalion and Deputy Chief ranks in the Operations Division not covered by a member working a debit shift shall be filled by those Battalion/Deputy Chiefs in the bargaining unit who have volunteered for overtime assignments to ensure that there are seven chiefs assigned to each platoon consistent with the 2017 Memorandum of Agreement (MOA) concerning Battalion 2 and the 2021 Acting BC MOA.

5.3.1 Employees shall be hired for overtime from a voluntary overtime signup list. Overtime hiring procedures will be in accordance with the Settlement Agreement dated January 30, 2009. If vacancies cannot be filled in accordance with the Settlement Agreement dated January 30, 2009, the Department may fill such overtime positions as its policy and procedure may provide. Employees shall be scheduled and called for overtime work in such a manner as will, so far as practicable, rotate overtime work opportunities among employees covered by this Agreement. If more than one employee has signed up to work overtime, the member with the fewest previously worked overtime hours in the calendar year shall be hired.

5.3.2 The Department shall maintain two separate overtime hiring lists: 1) a full-shift overtime hiring list for 20 hours or more, and 2) a partial-shift overtime hiring list for fewer than 20 hours. Members hired for Deputy 1 and Safety 2 must be eligible to work in those positions when hired from the partial-shift overtime list.

5.3.2.1 Employees shall have twenty (20) hours added to their "Hours Worked" balance when initially hired from the full-shift overtime hiring list. Hours will be reconciled upon the employee's overtime submittal.

5.3.2.2 Employees shall have four (4) hours added to their "Hours Worked" balance when initially hired from any partial-shift overtime hiring list. Hours will be reconciled upon the employee's overtime submittal.

5.3.3 The employees of the bargaining unit shall be granted access to the Department's Local 2898 modified overtime program. All requests for information as a result of this access shall be directed only to the Fire Chief or designee. Local 2898 shall use the department's electronic hiring, staffing, and timekeeping program, and members shall be granted access.

5.3.4 Employees shall not sign up to work overtime, nor be assigned to work overtime during any period of time when the overtime assignment would conflict with their regularly scheduled duty assignment(s) or their "off-duty standby" status, as described in Sections 6.1.2, 6.1.2.1, and 6.1.2.2. However, an employee assigned to an Administrative schedule who is working overtime in Operations may use vacation

or compensatory time off to complete the overtime shift before reporting to his/her regular administrative assignment.

5.3.5 Employees who receive an out-of-city-deployment will not be eligible to work overtime until all forms for all work performed while on deployment have been submitted. The Union agrees that the City shall be held harmless and indemnified against any and all errors related to eligibility to work overtime under this Section.

5.3.6 Employees assigned to or working an Administrative schedule shall be allowed to work overtime only on weekends, regularly scheduled days off, , and vacations of at least three (3) calendar days, when granted in advance. Vacations may be combined with regularly scheduled days off and/or to meet the three (3) calendar days-off requirement.

5.3.7 Employees shall not sign up, agree to, or otherwise work forty-eight (48) consecutive hours unless such work is completed at least twenty (20) hours prior to their next regularly scheduled assignment. This provision shall not preclude 'holdover' awaiting proper relief from duty.

5.3.7.1 Vacation, or compensatory time off shall satisfy the twenty (20) hour requirement of Section 5.3.7 above only when such vacation, or compensatory time was scheduled prior to the request for or acceptance of the forty-eight (48) consecutive hour assignment.

5.3.7.2 Trades, early relief, or compensatory time off may not be used to shorten a shift to avoid the requirements of Section 5.3.7 above.

## ARTICLE 6 - TEMPORARY DETAIL TO HIGHER POSITIONS

- 6.1 Employees in the classification of Fire Battalion Chief covered by this Agreement who are assigned by proper authority to perform the duties of a higher paid position within the Fire Department shall be paid in accordance with the following:
- A. In excess of four (4) hours, but less than five (5) consecutive shifts or forty (40) hours, at the beginning rate of Fire Chief, Deputy.
  - B. For five (5) consecutive shifts or forty 40 hours, shall be paid at the first level of the position which they are filling which exceeds the level in 1. above for all hours so assigned and worked.
- 6.1.1 Employees assigned to Deputy Chief positions covered by this Agreement who are assigned by proper authority to perform the duties of a higher paid position within the Fire Department shall be paid at a rate equal to one hundred four percent (104%) of the Deputy Chief's regular rate of pay for all hours so assigned and worked.
- 6.1.2 The Fire Chief or their designee may formally place employees who are assigned to perform the duties of a higher-paid position in accordance with Section 6.1.1 on "off-duty standby" status for a fixed, predetermined period of time, during which the employee is required to remain on page communicator, a similar device or at home in a state of readiness to respond to duty at a moment's notice.
- 6.1.2.1 Employees formally placed on "off-duty standby" status in accordance with Section 6.1.2 above shall be compensated on the basis of ten percent (10%) of the straight time rate of pay of the acting assignment described above in Section 6.1.1. If the employee is actually called to perform the work of the acting position, the "off-duty standby" pay shall cease at that time. Thereafter, normal overtime rules apply. If applicable, the "off-duty standby" status shall resume when the work is completed.
- 6.1.2.2 Employees assigned to "off-duty standby" status in accordance with Section 6.1.2 above shall not sign up to work overtime that would conflict with the "off-duty standby" period(s). If, prior to being assigned to "off-duty standby" status, the employee has accepted any overtime assignment(s) that conflict with the assigned "off-duty standby" period, the employee shall so notify the Fire Chief or designee at the time the employee is notified that they will be assigned to "off-duty standby" status.
- 6.2 To qualify as an Operations Acting Deputy Chief, a Battalion Chief must have a minimum of three years' experience as an Operations Battalion Chief and must complete the Deputy 1 Task Book prior to acting as Deputy 1. Safety Officers are not eligible to act as Deputy One when working in their regularly assigned position.

ARTICLE 7 - VACATIONS

7.1 Effective January 1, 2018, each employee shall be granted a vacation in accordance with the following schedule:

|                         |                       |
|-------------------------|-----------------------|
| 1 thru 6 yrs. service   | 9 shifts (216 hours)  |
| 7 thru 14 yrs. service  | 10 shifts (240 hours) |
| 15 thru 19 yrs. service | 11 shifts (264 hours) |
| 20 yrs. service         | 12 shifts (288 hours) |
| 21 thru 24 yrs. service | 13 shifts (312 hours) |
| 25 yrs. service         | 14 shifts (336 hours) |
| 26 or more yrs. service | 15 shifts (360 hours) |

7.1.1 Employees working a 45.7-hour average work week are required to use 24 hours of vacation to cancel a floating debit day on January 1 of each calendar year, with the exception of employees designated as Supervising Chiefs.

7.1.2 Employees working an average forty (40) hour work week are required to use vacation leave equivalent to the number of regular scheduled hours (for example, if working four 10-hour days per week, must submit vacation leave for 10 hours; if working five 8-hour days per week, must submit vacation leave for 8 hours) on the following holidays:

New Year's Day  
Martin Luther King's Birthday  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Day

7.1.3 Earned vacation in Section 7.1 reflects the addition of four (4) shifts of holiday off time. The practice of scheduling holiday offs shall be discontinued.

7.1.4 Admin Employees who are required to work on holidays in 7.1.2 shall be paid one and one-half (1½) times the employee's regular rate of pay for all hours worked and, in addition, another day off will then be rescheduled. For the rescheduled holiday off, the member must submit vacation leave per Section 7.1.2.

- 7.1.5 Elimination of holiday premium pay for personnel scheduled to work a 45.7-hour work week are in trade for other benefits gained in this Agreement.
- 7.2 Vacations for members of Local 2898 assigned to Operations are considered to be “unscheduled” and shall be granted upon request, with the exceptions of Independence Day, Thanksgiving, Christmas Eve and Christmas. On those days, there must be one member signed up on the overtime register for each vacation day granted. However, where a member has been granted a day off on said holiday(s) due to a member having signed up on the overtime register and that member subsequently removes their name from the overtime register, the last member who was granted time off shall have their day off cancelled. Vacation requests for members assigned to administrative are subject to approval of the Employer with no request unreasonably denied.
- 7.2.1 Employees may cancel granted time off (unscheduled vacation, saved vacation, compensatory time or leave without pay) up to 20 hours before the start of the shift taken off. Granted time off may not be cancelled if requested less than 20 hours before the start of the shift taken off.
- 7.3 The bargaining unit shall be allowed two (2) opportunities per shift to schedule accumulated unscheduled vacation, saved vacation and compensatory time in 12-hour, half-shift increments (for example, one (1) 0800 to 2000 and one (1) 2000 to 0800, two (2) 0800 to 2000 or two (2) 2000 to 0800). The bargaining unit may exceed two (2) opportunities provided backfill is available.
- 7.4 Effective December 25, 2019 an employee may, following one full calendar year of employment, carry over and/or accumulate ninety-six (96) hours of vacation annually, provided that, the number of vacation shifts carried over and/or accumulated shall not exceed one and one-half (1½) times the number of annual vacation hours for which such employee is currently eligible. An employee who is unable to take his/her regularly scheduled vacation, or portion thereof, as a result of disability, military leave or other work-related reasons approved by the Fire Chief shall have said vacation held over to the next calendar year. Vacation held over must be scheduled and taken in the following year. Work-related vacation carry-over due to workload must be requested and approved by the end of the 3<sup>rd</sup> quarter. If the carry over vacation is not scheduled by February 1<sup>st</sup> of the following year, the Department will schedule the vacation for the employee.
- 7.5 An employee who separates from service with the Fire Department and is rehired by the Department within one (1) year from the date of separation, shall have all prior service time reinstated for purposes of vacation accrual.
- 7.6 Unpaid leaves of absence shall result in a loss of vacation granted in the next year by multiplying the given accrual factor by the number of scheduled hours of work

(including debit shift hours) lost due to the unpaid leave and rounding to the nearest full hour.

| <u>Years of Service</u> | <u>Annual Hours of Work</u> |             |
|-------------------------|-----------------------------|-------------|
|                         | <u>2382</u>                 | <u>2088</u> |
| 1-6                     | .0907                       | .0575       |
| 7-14                    | .1008                       | .0690       |
| 15-19                   | .1108                       | .0805       |
| 20                      | .1209                       | .0920       |
| 21-24                   | .1310                       | .1035       |
| 25                      | .1411                       | .1150       |
| 26                      | .1511                       | .1265       |

As an example:

Hours of leave of absence: 11 shifts x 24 hours = 264 hours (20 yrs. service)

(2382 annual hours)  $264 \times .1209 = 31.917$

= 32 hours to be deducted from next year's vacation hours

ARTICLE 8 - SICKNESS AND DEATH IN FAMILY

8.1 Employees assigned to a forty-hour average work week shall receive one (1) or, if necessary, for travel, two (2) shifts off duty with pay in the event of a death of a close relative. The second shift off is applicable only in instances where total travel of 200 miles or more is necessary. The intent of this Article is to provide time off from regularly scheduled duty to attend or make arrangements for a funeral in event of the death of a close relative.

8.2 Employees assigned to a 45.7-hour average work week shall receive one shift off duty with pay to attend the funeral of a close relative.

8.3 Employees notified of a death in the family while on duty shall be immediately excused from work for the balance of the shift if it is necessary that the employee be immediately off work to attend to such a situation. Such time off shall be with pay in addition to the benefit applicable. An employee who is working on an overtime basis will be allowed to leave work but will be paid only for hours actually worked.

8.4 For purposes of administration of this Article, a close relative is defined to include spouse, domestic partner, children, mother, father, brothers, sisters, grandchildren, and grandparents of employee and spouse, or domestic partner.

8.5 Emergency leave: The City agrees to allow up to a total of twelve (12) hours per calendar year off with pay for such employee when the Department is notified that the employee's spouse, domestic partner or child, or a parent of the employee or the employee's spouse or domestic partner has unexpectedly become seriously ill or has had a serious accident and it is necessary that the employee be immediately off work to attend to such a situation. This provision shall be applicable when notification of the need for emergency leave is given up to three (3) hours prior to the commencement of the work shift or during the work shift.

8.5.1 This Section shall be applicable twice each year; however, the total emergency leave hours shall not exceed twelve (12) in the calendar year. This time limit shall not apply to LEOFF II employees' use of sick leave for emergency purposes. LEOFF II employees who do not utilize all of their emergency leave in a calendar year shall have the remaining balance of their emergency leave credited to their sick leave balance for the next year.

8.5.2 For the administration of this Section, "child" shall be defined as every natural born child, stepchild, child legally adopted or made a legal ward of the employee.

8.5.3 An employee working a regularly scheduled shift may take the whole shift off if necessary but shall not be paid for more than 12 hours in any one calendar year. In

the event that the emergency situation requires the employee's presence for more than 12 hours, the employee shall have the option of utilizing one of the following to offset any hours beyond twelve:

- A. Vacation time
- B. Compensatory time

8.5.4 An employee who is working on an overtime basis will be allowed to leave work in an emergency such as described above but will be paid only for hours actually worked.

8.6 The City agrees to allow the remaining portions of an employee's vacation, accumulated vacation days, or accumulated compensatory time to be used as Sickness and Death in Family Leave, as provided in Sections 8.1 and 8.2.

ARTICLE 9 - COMPENSATION FOR USE OF PRIVATE AUTOMOBILE

- 9.1 Any employee when required by the City to use his/her private automobile on Department business shall be compensated at the mileage rate (cents per mile) in effect at the time for other City employees (as specified by ordinance). This shall not cover any transportation to and from work. When an employee uses a private automobile to travel to Department sponsored training, or court appearances, mileage reimbursement will be based on the distance from the employee's assigned workplace to the training or court location. Mileage forms shall be provided by the City and be made available and on hand in every station.
- 9.2 Whenever an employee is notified of a detail to another assignment location during their off-duty time, the member shall receive thirty (30) minutes of pay at time and one-half (1 1/2).
- 9.3 If an employee is detailed to another station after reporting to their scheduled place of employment, they may use their private automobile to effect the detail if Department transportation is not furnished. If the employee uses their private automobile for the detail, they shall be compensated in accordance with Section 9.1.

## ARTICLE 10 - UNIFORM ALLOWANCE

- 10.1 The City shall provide and maintain at no cost to the employee all protective clothing and equipment pursuant to WAC 296-305-060. The City may issue said items directly, establish a procurement policy with a supplier or suppliers or reimburse employees for the purchase of said items in a timely manner which shall normally be within fourteen (14) calendar days of a request for reimbursement. The Department shall promulgate policies and procedures for same and shall notify the Union of subsequent modifications.
- 10.2 Employees shall be responsible for acquiring required uniform items in accordance with policy and procedure of the Department. The Department shall notify the Union of any changes to the required uniform.
- 10.3 Effective January 2, 2002, the base wage for each employee shall be increased in an amount equal to two hundred and fifty dollars (\$250.00) annually to cover the cost of replacement of said uniform items.
- 10.4 Protective equipment and clothing purchased by the Department or for which the employee was reimbursed pursuant to Section 10.1, shall remain the property of the Department and shall be returned to the Department upon an employee's separation from employment. The employee is responsible for the safekeeping of all City purchased clothing and equipment. Normally, such equipment shall be kept at the fire station to which the employee is assigned. Such clothing and equipment shall not be used by employees for other than work for the Seattle Fire Department.

## ARTICLE 11 - GRIEVANCE PROCEDURE

11.1 Any dispute between the Employer and the Union concerning the interpretation or claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. Such a dispute shall be processed in accordance with this Article. Any other type of dispute between the parties as well as disputes involving (1) Public Safety Civil Service Commission Rules or Regulations whether specified in this Agreement or not, if there be such, (2) disciplinary/discharge action taken by the Employer, except as specified in Section 11.10 and Article 12; and (3) Article 23 - Pensions, shall not be subject to the procedure delineated in this Article.

Early Mediation Process. The City and the Fire Chiefs' Association encourage the use of the Early Mediation Process prior to issues becoming the subject of grievances. Participation in the process is entirely voluntary, confidential and does not impact grievance rights.

Any alleged grievance shall be taken up by the employee with the appropriate Deputy Chief within ten (10) calendar days of the occurrence. If the aggrieved employee is a Deputy Chief, the grievance shall be taken up by the employee with their Assistant Chief. The above parties agree to make every effort to settle the grievance at this stage promptly; however, if no satisfactory settlement is reached, the following procedure shall apply:

Step 1. The grievance shall be reduced to written form by the aggrieved employee and/or Union, stating the Section of the Agreement allegedly violated and explaining the grievance in detail. The Union Representative shall present the written grievance to the Assistant Chief of the Department within ten (10) calendar days after the alleged grievance is taken up by the employee with the Deputy Chief or the Assistant Chief. The Assistant Chief or his/her designee shall convene a meeting within ten (10) calendar days after receipt of the written grievance, between the Union Representative, aggrieved employee, and any other witnesses and/or members of management whose presence is deemed necessary to a fair consideration of the grievance.

Ten (10) calendar days after the aforementioned meeting, the Assistant Chief shall transmit a copy of this decision to the aggrieved employee, the Union and the Chief of the Fire Department.

Step 2. A grievance which remains unresolved after the written decision is delivered in Step 1 shall be transmitted in writing by the aggrieved employee and/or Union involved to the Chief of the Fire Department with

a copy to the Director of Labor Relations. Said transmittal must be accompanied by the following information:

- A. Nature of dispute
- B. Contract provision(s) allegedly violated
- C. Remedy sought

The Chief of the Fire Department shall not be required to consider a grievance which is not referred to him/her within ten (10) calendar days following the Step 1 decision. A grievance properly filed shall be investigated by the Chief of the Department and/or the City Labor Relations Director or their respective designees. Such investigation, if deemed appropriate by the Chief of the Fire Department, may include a conference with the employee involved and their Union representative, if they have designated one. The Director of Labor Relations or their designee may thereafter make a confidential recommendation to the Chief of the Fire Department. The Chief of the Department shall make a decision on the matter in writing within ten (10) calendar days from the date when it was first received by them; provided, however, the Chief of the Department may waive investigating and answering the grievance at Step 2 and defer a decision to Step 3 within ten (10) calendar days of receipt of the grievance. Copies of the Chief's decision shall be furnished to the aggrieved, their Union representative and the Director of Labor Relations.

Step 3. A grievance which remains unresolved after the decision is rendered in Step 2 may be transmitted in writing to the Director of Labor Relations by the aggrieved employee and/or Union, requesting a review by the Grievance Board. The Grievance Board shall not be required to consider a grievance which is not referred to the Director of Labor Relations within ten (10) calendar days following written notification of the Step 2 decision. The Director of Labor Relations or their designee listed below shall convene the Grievance Board within ten (10) calendar days upon receipt of a written request for review.

The Grievance Board shall consist of:

- Presiding Chairperson - City Director of Labor Relations or City Labor Negotiator
- Member - Fire Chief, or their designee from within the department
- Member - President of the Union, Local 2898, I.A.F.F. or their designee from within Local 2898.

The Grievance Board shall issue its findings with recommendations for resolving the grievance in writing within ten (10) calendar days to the Chief of the Fire Department. The Chief shall within ten (10) calendar days

thereafter render a decision on the issue with a copy to Local 2898, the aggrieved employee and the Director of Labor Relations.

Step 4. If the contract grievance is not settled in Step 2 or 3, it may be referred by either the Union or the City to the Washington State Public Employment Relations Commission to supply both parties with a list of five (5) qualified arbitrators. If no agreement is reached between parties in the choice of an arbitrator from that list within fifteen (15) calendar days after receipt of said list, or the Union or the City opt to bypass a PERC list of arbitrators, the contract grievance shall be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations.

Referral to arbitration (PERC or AAA) must be made within thirty (30) calendar days after the decision in Step 3 and to be accompanied by the following information:

- A. Identification of the Section(s) of the Agreement allegedly violated.
- B. Details of the nature of the alleged violation.
- C. Position of the party who is referring the grievance to arbitration.
- D. Question(s) which the arbitrator is being asked to decide.
- E. Remedy sought.

If Arbitration has been timely requested, the parties may with mutual consent attempt Grievance Mediation. The process will use a mutually acceptable mediator and conclude within 30 days after the mutual request.

The parties agree to abide by the award made in connection with any arbitrable difference.

11.1.1 The Union and the City recognize the importance of the arbitration process to the Union and its members, the City, and the public in order to resolve workplace disputes. The expectation for arbitration is to have an arbitrator issue a fair and just decision based on the evidence. The parties recognize the value of arbitrators who have a reputation for integrity, independence, and impartiality. The parties have thus agreed to limit their selected arbitrators to those that are AAA qualified, which requires acceptability from both labor and management in order to achieve qualification. The parties also recognize the value of using arbitrators with experience arbitrating cases involving public safety and/or other public employees.

11.2 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

- A. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and his power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- B. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Union, and the employees involved.
- C. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.
- D. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

11.3 Any time limits stipulated in the Grievance Procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing; and the parties may, by mutual agreement, waive any step or steps of the Grievance Procedure to advance said grievance in an effort to expedite the resolution.

11.4 If at any step in the grievance procedure management's answer is deemed unsatisfactory, the Union's and/or the aggrieved's reasons for non-acceptance must be presented in writing.

11.5 The City agrees to conduct all hearings concerning a grievance on on-duty hours of employees whenever practical.

11.6 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitations of the procedure in this Article shall allow the Union to proceed to the next step.

11.7 Arbitration or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty-four (24) or less days prior to the initial filing of the grievance.

11.8 Any dispute as to whether or not a particular complaint has merit as a grievance as defined in Section 11.1 above shall be processed through the grievance procedure at the initiation of either party to this Agreement.

11.9 The Grievance Procedure may be invoked by the City relative to a grievance filed on its behalf commencing at Step 2 of the Grievance Procedure.

11.10 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided, however, disputes concerning disciplinary or discharge action shall not be subject to this Article but shall be processed in accordance with Public Safety Civil Service

procedures and rules, unless such discipline involves the demotion, suspension or termination of a Battalion Chief, in which case grievance arbitration shall be available.

11.11 If the contract grievance is not settled in Step 2, it may be referred to Step 3 at the discretion of the initiating party within the time limits described therein or Step 3 may be waived, provided a grievance conference has been held and a grievance decision was rendered in Step 2. If Step 3 is waived, the issue may then be submitted to Step 4 within the time limits described therein.

11.12 The Union shall be afforded all rights and privileges in filing grievances as an aggrieved employee under this Article.

11.13 Where the designated Officer as defined in Section 11.1 above is part of the bargaining unit, a grievance decision by said Officer shall not necessarily be conclusive nor set a precedent. Said decision shall be subject to review and/or reversal by the Chief of the Fire Department at any time. In case a decision is set aside as described above, the ensuing grievance time limits shall become operative when the grievant or Union is notified of the reversal.

11.14 Employees covered by this Agreement will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement.

ARTICLE 12 - DISCIPLINE AND APPEAL OF DISCIPLINE

- 12.1 The City shall have the right to discipline employees for just cause. As used herein, discipline shall be deemed to include a suspension without pay, demotion, discharge and involuntary transfer for disciplinary reasons. Just cause is not required for counseling, performance improvement plans (PIP), or involuntary transfers for non-disciplinary reasons.
- 12.2 Discipline may be appealed under the grievance procedure outlined in Article 11 or, if applicable, through Civil Service, but not both. If there are dual filings with the grievance procedure and the Public Safety Civil Service Commission (PSCSC), the City will send a notice of such dual filings by certified mail to the employee(s) and the Union. The Union will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is received by the City, the contractual grievance shall be deemed withdrawn.
- 12.3 Employees shall have the right to Union representation in all investigatory interviews that the employee reasonably believes will result in disciplinary action against them.

ARTICLE 13 - SICK LEAVE AND LONG-TERM DISABILITY

13.1 Employees covered by this Agreement who are not granted disability leave pursuant to State Statute RCW Chapter 41.26,030(19) (disability leave) shall accrue sick leave at the rate of .046 hours for each regularly scheduled hour of work including paid time off.

13.1.1 Effective upon signing, and as directed by Local 2898 on an annual basis, employees covered by this Agreement who are not entitled to disability leave under State Statute RCW 41.26, shall either receive a cash payment or cash out sick leave upon retirement into a VEBA trust fund designated by the Union to pay health insurance premiums or other legally authorized healthcare costs for eligible future retirees and dependents, at the following rates:

- A. Accumulated sick leave hours between 0 and 400 shall be cashed out at 25%;
- B. Accumulated sick leave hours between 401 and 800 shall be cashed out at 50%;
- C. Accumulated sick leave hours above 800 shall be cashed out at 75%.

13.1.2 In the event of the death of an employee while employed by the City who is eligible for the sick leave cash out benefit described above in Section 13.1.1, such employee's beneficiary shall be paid a portion of the employee's accumulated and unused sick leave in accordance with Section 13.1.1.

13.1.3 Payoff in Sections 13.1.1 and 13.1.2 shall be made at the rate of pay of such employee upon retirement or death respectively.

13.1.4 Employees who transfer to other City departments shall transfer all accumulated and unused sick leave to the new position in the accepting department.

13.2 For such employees identified in Sections 13.1 and 13.1.1 who are exposed to a communicable disease in the line of duty and for whom specific preventative medication is deemed necessary by a physician in order to prevent the employee from acquiring the disease, the City will reimburse any out-of-pocket costs for the preventative medication which the employee has incurred and for which he/she will not otherwise be reimbursed. To obtain reimbursement the employee shall present satisfactory documentation with a written request for reimbursement to the City for approval of payment.

13.3 At the discretion of the Chief of the Fire Department, employees not entitled to medical coverage under State Statute RCW 41.26, may be required to see a physician designated by the Chief of the Fire Department to verify disability resulting in layoff

or claims of injury, illness, or any other disability which would prevent the employee from performing his/her duties.

13.3.1 Twenty-four (24) hour shift employees who are not entitled to medical coverage under State Statute RCW 41.26 shall be required to obtain a physician's verification of illness/injury when their disability or the care of a dependent requires them to be absent from work for more than forty-eight (48) consecutive hours; that is, if they miss a portion of a third consecutive shift. Twenty-four (24) hour shift employees must obtain this verification no later than the day of the third shift missed. Forty (40) hour per week employees are required to provide a physician's verification of illness/injury after thirty-two (32) consecutive hours are missed on sick leave or dependent care sick leave. Abuse of sick leave shall be grounds for discipline up to and including dismissal. The Department also has the right to require an employee whose sick leave usage is outside of expected norms to provide physician verification within six (6) business hours (0900 - 1700, Monday through Sunday) of notifying the Department of the disability, except where individual circumstances or legal requirements require more time.

13.4 The City agrees to allow the remaining portions of an employee's vacation, accumulated vacation days, or accumulated compensatory time to be used in place of sick leave for an employee who has exhausted his/her sick leave benefits.

- A. This provision is applicable to employees covered under 13.1 and 13.1.1 of this Article.
- B. Use of such time is subject to the same criteria for use of sick leave as described by Ordinance as cited above.

13.5 Leaves of absence without pay for medical reasons due to a non-duty related injury or illness may be granted to an employee who has exhausted all of his/her paid sick leave for a period of up to six (6) months upon written approval by the City.

13.6 Applications for a leave of absence for medical reasons without pay or an extension thereof must be made in writing to the Fire Chief with a copy to the Personnel Director and notice of such application to the Union President. The granting of such a leave of absence, and extension thereof, or the refusal of such a leave and the reasons therefore, must be in writing from the City. If granted, the City's response shall specify the length of the leave of absence and whether or not the applicant will be guaranteed a job at the scheduled expiration of said leave of absence.

13.7 Applications for leaves of absence for medical reasons must be accompanied by a doctor's statement indicating the reason necessitating such a leave and the approximate duration if known. An employee who is ready to return from a medical leave of absence must also submit to the Chief of the Fire Department a doctor's statement that they are physically and mentally able to resume their normal duties.

- 13.8 If the employee has not been granted an extension of the leave of absence and does not report for work when scheduled to return from the leave of absence, the employee is considered to have quit. The Department shall send a registered letter to the employee stating that they are considered to have terminated employment if no answer is received within five (5) working days of receipt of the letter.
- 13.9 If the employee's former position is not available, the employee shall be notified of the first available position of comparable classification for which the individual is qualified. Such notice shall be sent by registered mail by the Chief of the Fire Department to the employee's last known address, with a copy to the Union President. If the employee fails to report for work or otherwise respond to the Chief of the Fire Department within one (1) week from the date of receipt of the notification, or if the notification letter is returned unclaimed, the employee shall forfeit all reinstatement rights.
- 13.10 Under the terms and conditions of the parties' Memorandum of Agreement, dated April 1, 1999, the City shall provide mandatory payroll deduction for monthly premium costs of a disability insurance plan to be selected periodically and administered by the Union.
- 13.11 Employees may apply for Family Medical Leave in accordance with local, state and federal law.
- 13.12 An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.
- 13.13 Industrial Insurance. In no circumstances will the amount paid to an employee entitled to Industrial Insurance payments exceed the employee's gross pay minus mandatory deductions.
- 13.13.1 Employees must meet the standards listed in Seattle Municipal Code (SMC) 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: 1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and Seattle Fire Department policies and procedures; 2) attend all treatments and meetings related to rehabilitation and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; 3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; 4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or the Seattle Fire Department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such

meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

13.13.2 The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) days after notification to the employee.

13.14     LEOFF I Dependent Care Leave

Employees covered by this Agreement who are entitled to disability leave under State Statute RCW 41.26 (LEOFF I) will be provided a paid leave bank called "Dependent Care Leave" to use for dependent care.

The City authorizes the use of Dependent Care Leave to care for an eligible family member of the LEOFF 1 member who has an illness, injury, or health care appointment requiring the absence of the LEOFF I member from work, or when such absence is recommended by a health care professional. For purposes of Dependent Care Leave, "eligible family member" has the same meaning as provided in Seattle Municipal Code (SMC) 4.24.005(A); and "health care professional" has the same meaning as provided in Seattle Municipal Code (SMC) 4.24.005(B). Dependent Care Leave may not be used for any other purpose.

Effective January 1, 2009, at the beginning of each calendar year, each full-time LEOFF I member will accrue an additional forty-eight (48) hours of Dependent Care Leave to be added to the existing hours in his/her Dependent Care Leave bank. The annual accrual of Dependent Care Leave hours for part-time LEOFF I members will be prorated. Unused Dependent Care Leave hours will be carried over to the next calendar year. There is no cap or maximum limit on the number of hours a LEOFF I member may accumulate in his/her Dependent Care Leave bank. LEOFF I members who transfer to other City departments may not transfer any accumulated or unused Dependent Care Leave to the new position in the accepting department. LEOFF I members may not donate Dependent Care Leave hours to other members or City employees. Dependent Care Leave hours may not be cashed out or paid off upon retirement or at any other time.

13.15     VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION (VEBA)

Effective January 1, 2014, the City will contribute \$50 per month to the VEBA specified by Local 2898 for employees covered by this Agreement who are not entitled to disability leave under State Statute RCW 41.26.

ARTICLE 14 - JOINT LABOR MANAGEMENT  
AND JOINT SAFETY COMMITTEES

- 14.1 The Union and the City agree to maintain and actively engage in a Labor Management Relations Committee.
- 14.1.1 The Committee shall be composed of a balance of representation from represented employees which may be from any bargaining unit with employees assigned to the Fire Department and non-represented employees, which shall include the Director of Labor Relations or designee.
- 14.1.2 The Committee shall be co-chaired by a representative from labor and a representative from the Fire Department administration.
- 14.1.3 The purpose of the Committee is to deal with matters of general concern to employees and administrators of the Department. The Committee may engage in discussion concerning matters of a Collective Bargaining nature. However, any agreement that may change the interpretation or application of this Agreement shall be subject to the ratification processes of the parties.
- 14.1.4 Nothing in this Section shall be construed to limit, restrict, or reduce the management prerogatives outlined in this Agreement.
- 14.1.5 This Section shall not deny any employee their rights granted under provisions of City, State and/or Federal Law.
- 14.2 The Union shall have one voting member on the Joint Safety Committee. The member shall be appointed by the President of Local 2898.

ARTICLE 15 - UNION BUSINESS

- 15.1 Employees who are Union officials (three officers who constitute the Union's Executive Board) shall be granted one shift or a portion thereof without loss of pay to conduct Union business if a replacement acceptable to the Chief of the Department or his/her designee is arranged for by the Union. The cost of such replacement shall be paid by the Union.
- 15.1.1 Such employees may be granted time off without pay to conduct Union business at the discretion of the Chief of the Fire Department.
- 15.1.2 All requests and arrangements for the time off shall be made by the Union official at least one shift prior to the proposed time off whenever possible.
- 15.1.3 In emergencies, the request may be submitted orally and later confirmed in writing. While working on shift, Union officials agree not to transact Union business that interferes with Department functions or normal routine. Upon written approval of the Chief, the Union President and/or their designee from the Union's Executive Board may be granted a reasonable amount of time off per year with pay to conduct official Union business, excluding all State legislative lobbying or activities. The Union will maintain a log of the actual time spent pursuing approved Union activities.
- 15.2 Union business may be conducted in the fire stations with permission of the Chief of the Department.
- 15.3 The Department will allow the Union use of bulletin board space in each station in a convenient location, which the Union may use for the posting of notices of official Union business. Material posted shall not refer to political matters nor to generally controversial subjects.
- 15.4 The City agrees not to restrict written communications between Local 2898 and its members if such written communication does not result in interference with the routine or the effectiveness of the station.
- 15.5 The Union agrees that any City property or facilities, including department apparatus, shall not be used for any non-duty related activities unless expressly approved by the Fire Chief or his/her designee in writing. Such requests may be made verbally and later confirmed in writing.

ARTICLE 16 - MANAGEMENT RIGHTS

16.1 Any and all rights concerned with the management and operation of the Department are exclusively that of the City unless otherwise provided by the terms of this Agreement. The City has the authority to adopt rules for the operation of the Department and conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement or with applicable law. The City has the right (among other actions) to discipline, temporarily lay off, or discharge employees for good cause, also to assign work and determine duties and performance standards of employees; to determine, establish and/or revise the method, processes and means of providing departmental services, to schedule hours of work; to determine the number of personnel to be assigned duty at any time; and to perform all other functions not otherwise expressly limited by this Agreement.

ARTICLE 17 - PRODUCTIVITY AND PERFORMANCE OF DUTY

- 17.1 Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform their assigned duties to the best of their ability during the term of this Agreement. The Union agrees that it will not condone or cause any strike, slowdown, mass sick call or any other form of work stoppage or interference to the normal operation of the Seattle Fire Department during the term of this Agreement.
- 17.2 Neither an employee nor the City will intentionally waive any provisions of this Agreement unless such waiver is mutually agreed upon by the Union and the City.
- 17.3 In accordance with Seattle Municipal Code (SMC) 4.64.010, as amended, it shall be a condition of employment that in the event there is made against an employee any claims and/or litigation arising from any conduct, acts or omissions of such employee in the scope and course of their City employment, the City Attorney of the City shall, at the request of the Chief and on behalf of said employee, investigate and defend such claims and/or litigation and, if a claim be deemed by the City Attorney a proper one or if judgment be rendered against such employee, said claim or judgment shall be paid by the City in accordance with procedures established by Ordinance 104526, as amended, for the settlement of claims and payment of judgments.
- 17.4 The parties recognize that delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance and interest to the City and Union and, as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties further recognize that work procedures and assignments or the introduction of any and all new, improved or automated methods or equipment to increase the productivity and performance of individual employee(s), company(s), and/or Department, may be established and/or revised as set forth in Article 16.

ARTICLE 18 - MEDICAL CARE, DENTAL CARE, VISION CARE AND LIFE INSURANCE

- 18.1 Medical Dental and Vision Care Programs - For employees covered by this Agreement who were hired before October 1, 1977 and are covered by State Statute RCW 41.26, the City will provide a medical, dental and vision care programs, as established by the City, for the dependents of eligible employees under conditions of the medical, dental and vision care contracts applicable to employees covered by this Agreement and which were in effect upon the effective date of this Agreement.
- 18.2 Medical, Dental and Vision Care Programs - For employees covered by this Agreement who are not covered by State Statute RCW 41.26 or who were hired on or after October 1, 1977, and who are not entitled to medical coverage under State Statute RCW 41.26, the City shall provide a medical, dental and vision care programs, as established by the City, for eligible employees and their eligible dependents under conditions of the medical, dental and vision contracts applicable to employees covered by this Agreement and which were in effect upon the effective date of this Agreement.
- 18.3 Effective July 1, 2013, the Employer shall contribute ninety percent (90%) and the employee shall contribute ten percent (10%) of the medical, dental and vision premiums for employees covered under the plans identified for "Most City Employees".
- 18.4 The medical, dental and vision plans offered by the City do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement, but the medical/dental benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the medical, dental or vision benefits covered above and provide an alternative plan through another carrier. Benefit plan design changes will be accomplished through the Citywide Health Care Committee, however, any contemplated modification(s) to the medical or dental benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Union party to this Agreement.
- 18.5 The City, at its discretion, may provide, and later discontinue if it deems appropriate, any other medical care, dental care or vision care options.
- 18.6 Life Insurance - The City shall offer a voluntary Group Term Life Basic Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium refunds received by the City from the voluntary Group Term Life Basic Insurance option shall be administered as follows:

- 18.7 During the term of this Agreement, additional premium refunds shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of the employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.
- 18.7.1 Whenever the Group Term Life Insurance Fund contains substantial rebate monies earmarked pursuant to Section 18.7, the Union shall be notified along with the Unions representing other City employees. The City will negotiate whether the sixty percent (60%) rebate attributable to employee contributions will be used to help pay the employees' share of monthly premiums or for life insurance purposes otherwise negotiated.
- 18.8 Employees under the age of 65 who retire from City service shall be entitled to participate in the medical plans offered to active employees. The costs of the premiums for the plans shall be paid by the retirees. The retirees may elect to obtain coverage for their dependents at the time of retirement pursuant to the same terms and conditions as may active employees. The City will provide this option to retirees with tiered-rate premiums. Employee's age 65 and older may also participate in medical plans provided such coverage is available through a contracted insurance carrier.
- 18.9 There will be one enrollment period for retirees to select a particular medical option which will remain in effect until age 65 or after age 65 provided such coverage is available through the contracted insurance carrier. Retirees must elect coverage within thirty (30) days prior to retirement or no later than thirty (30) days after the end of COBRA coverage and can only enroll eligible family members who were enrolled on a City medical plan immediately prior to retirement. Retirees can later remove dependents, but cannot re-enroll them at a later date. However, a retiree's spouse or domestic partner may delay enrollment if they have coverage through another employer at the time the retiree is first eligible to enroll. When coverage is lost with that employer, the spouse or domestic partner shall provide proof of loss of coverage and enroll within thirty-one (31) days of loss of coverage. If a retiree declines coverage during the thirty (30) day initial enrollment period, they or their spouse, domestic partner or dependents cannot enroll at a later date. Any benefit changes to the medical and dental plans for active employees covered by this Agreement will automatically apply to the retiree plans.
- 18.10 The Department shall have the right to administer reasonable suspicion drug and alcohol testing, the terms of which have been negotiated pursuant to the parties' settlement agreement signed January 10, 2001.

## ARTICLE 19 - GENERAL CONDITIONS

19.1 Employees covered by this Agreement shall be interviewed and/or counseled whenever possible prior to the submission of a transfer recommendation. When possible, they shall receive one (1) week written notice when their location of employment is being changed. In filling transfer vacancies, the City shall reasonably consider seniority, merit and ability, and employee wishes if an employee makes such wishes known to the Chief.

19.2 The parties agree that Battalion Chief assignments will be rotated on a regular basis as outlined in the Chief Rotation MOA dated February 22, 2018, as amended by the parties.

19.3 Notwithstanding any provisions of this Agreement, the Chief of the Fire Department or their designees may meet privately with an employee(s) covered by this Agreement for purposes of counseling relative to grievances, discipline or any other personal or departmental problems.

19.4 The City agrees to notify an employee a minimum of thirty (30) calendar days prior to lay-offs for any reason with the exception of disciplinary action or discharge for good cause shown.

19.5 The rank of Fire Chief, Deputy is exempt from the jurisdiction of the Public Safety Civil Service Commission and the creation and maintenance of such a rank shall be at the sole discretion of the Employer. When such a rank exists, selection of employees for the rank of Fire Chief, Deputy shall be at the discretion of the Chief of the Fire Department.

19.6 Written correspondence addressed to the Fire Chief shall be date stamped with a copy of the correspondence returned to the author. This stamp shall indicate that the correspondence has been reviewed by the Fire Chief, not their designee.

### 19.7 Payroll Errors

A. In the event the City determines that there has been an error in an employee's paycheck, an underpayment shall be corrected as soon as practical and upon written notice an overpayment shall be corrected as follows:

1. If the overpayment involved only one (1) paycheck or the amount of the overpayment is less than fifty dollars (\$50.00):
  - a. By lump-sum payroll deduction; or
  - b. By lump-sum payment from the employee.

2. If the overpayment involved multiple paychecks and the amount of the overpayment exceeds fifty dollars (\$50.00):
    - a. By a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five (\$25.00) dollars per pay period; or
    - b. By a repayment schedule not to exceed thirteen (13) pay periods, with a minimum payroll deduction of not less than fifty dollars (\$50.00), if the employee does not agree to a repayment schedule.
  3. By other means, as may be mutually agreed between the City and the employee.
- B. If an employee separates from City service before an overpayment is repaid, any amount due the City will be deducted from their final paycheck.

#### 19.8 Meal Reimbursement While on Travel Status

An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

#### 19.9 Ethics and Elections Commission

Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement and, as such, are not subject to the Grievance procedure contained within this Agreement. Records of any fines imposed, or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

In the event the employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

19.10      Personnel File

Employees may examine their own personnel files and are entitled to a copy of anything contained therein, at the City's expense. Employees may also add to their own personnel files a written response to any document placed in their personnel files.

19.11      Performance Appraisals

The Union recognizes the City's right to establish and/or revise performance appraisal systems.

19.12      Social Media Policy

For the duration of this agreement, the parties will continue to negotiate a Social Media policy.

19.13      Gender Workforce Equity

For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to Gender/Workforce Equity efforts.

19.14      Education Level Survey

The parties agree that the City may survey employees to determine education level during the term of the agreement.

ARTICLE 20 - PENSIONS

20.1 Pensions for employees and contributions to pension funds will be governed by the Washington State Statute in existence at the time.

ARTICLE 21 - SUBORDINATION OF AGREEMENT

21.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal Law, State Law, and the City Charter. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said Federal Law, State Law, or City Charter are paramount and shall prevail.

21.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement and except where, in the event of changes to the wages, hours or working condition of employees covered by this Agreement, bargaining is required by RCW 41.56.

ARTICLE 22 - SAVINGS CLAUSE

22.1 If any Article of this Agreement, or any Addenda hereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 23 - ENTIRE AGREEMENT

23.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and nothing shall add to or supersede any of its provisions, except by mutual written agreement.

23.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, the City and the Union for the duration of this Agreement, each voluntarily and unqualifiedly, agrees to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically governed by this Agreement, provided that Local 2898 does not waive its right to obligate the City to bargain with respect to any changes proposed by the City in the wages, hours, or working conditions of employees covered by this Agreement.

ARTICLE 24 - DURATION OF AGREEMENT

24.1 This Agreement shall become effective upon signing by the parties and shall remain in effect through December 31, 2021. Written notice of intent to amend or terminate must be served by the parties five (5) months prior to the submission of the City budget in the calendar year 2021 as stipulated in RCW 41.56.440.

24.2 At the appropriate time as described in Section 24.1 above, any contract changes desired by either party must be included in the opening letter and shall not be accepted at a later date unless mutually agreed upon by both parties.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2021

SEATTLE FIRE CHIEFS ASSOCIATION,  
IAFF, LOCAL 2898

CITY OF SEATTLE  
Executed under the authority of  
Ordinance \_\_\_\_\_

\_\_\_\_\_  
Thomas Walsh, President

\_\_\_\_\_  
Jenny A. Durkan, Mayor

\_\_\_\_\_  
Debra Sutey, Secretary-Treasurer

\_\_\_\_\_  
Reba Gonzales, Vice-President

APPENDIX A

A.1.1 Effective December 26, 2018, salaries shall be increased by 6.6% and shall be in accordance with the following schedule:

| <u>Classification</u> | <u>Start</u> | <u>6 months</u> | <u>18 months</u> |
|-----------------------|--------------|-----------------|------------------|
| Fire Battalion Chief  | \$11937      | \$12367         | \$12824          |
| Fire Chief, Deputy    | \$13628      | \$14130         | \$14749          |

A.1.2 A fifteen percent (15%) salary differential rounded to the nearest dollar shall be maintained between the top salary steps of the Fire Battalion Chief and Deputy Fire Chief classifications.

A.1.3 Effective December 23, 2020, employees holding the rank of Battalion Chief assigned to administrative duties are eligible to receive a premium equivalent to 7.5% of the top step of the Battalion Chief classification while so assigned.

A.1.4 Effective December 23, 2020, employees holding the rank of Deputy Chief assigned to administrative duties are eligible to receive a premium equivalent to 7.5% of the top step of the Battalion Chief classification while so assigned as set forth in A.1.4.1 below.

A.1.4.1 Employees holding the rank of Deputy Chief assigned to administrative duties are eligible to receive the premium noted in A.1.4 above only upon assignment by the department of a Battalion Chief to administrative duties, and only while a Battalion Chief is so assigned by the department, with the date of eligibility being the same date as that of the Battalion Chief so assigned. In the event there is no longer any Battalion Chief assigned to administrative duties, Deputy Chiefs assigned to administrative duties shall no longer be eligible for and therefore shall not receive said premium.

A.1.5 Effective December 25, 2019, salaries shall be increased by 2.7% and shall be in accordance with the following schedule:

| <u>Classification</u> | <u>Start</u> | <u>6 months</u> | <u>18 months</u> |
|-----------------------|--------------|-----------------|------------------|
| Fire Battalion Chief  | \$12259      | \$12701         | \$13170          |
| Fire Chief, Deputy    | \$13996      | \$14512         | \$15147          |

A.1.6 Effective December 23, 2020, salaries shall be increased by 3% and shall be in accordance with the following schedule. The wage rates for the Fire Battalion Chief, Admin and Fire Chief, Deputy, Admin classifications depicted below are inclusive of the applicable step and the 7.5% administrative assignment premium:

| <u>Classification</u>       | <u>Start</u> | <u>6 months</u> | <u>18 months</u> |
|-----------------------------|--------------|-----------------|------------------|
| Fire Battalion Chief        | \$12627      | \$13082         | \$13565          |
| Fire Battalion Chief, Admin | \$13644      | \$14099         | \$14582          |

|                           |         |         |         |
|---------------------------|---------|---------|---------|
| Fire Chief, Deputy        | \$14416 | \$14947 | \$15601 |
| Fire Chief, Deputy, Admin | \$15433 | \$15964 | \$16618 |

A.2.1 Effective December 22, 2021, the wage scale for the Fire Battalion Chief and Fire Chief, Deputy, classifications shall be reduced from 3 steps to 2 steps and shall be in accordance with the following schedule. The wage rates for the Fire Battalion Chief, Admin and Fire Chief, Deputy, Admin classifications depicted below are inclusive of the applicable step and the 7.5% administrative assignment premium:

| <u>Classification</u>       | <u>Start</u> | <u>6 months</u> |
|-----------------------------|--------------|-----------------|
| Fire Battalion Chief        | \$13082      | \$13565         |
| Fire Battalion Chief, Admin | \$14099      | \$14582         |
| Fire Chief, Deputy          | \$14947      | \$15601         |
| Fire Chief, Deputy, Admin   | \$15964      | \$16618         |

A.2.2 Effective December 26, 2018 through December 24, 2019, monthly longevity premiums based upon the top pay step of the Fire Battalion Chief classification shall be added to the salaries in Section A.1.1, in accordance with the following schedule:

| <u>Length of Service</u>                          | <u>%</u> | <u>12/26/18</u> |
|---|----------|-----------------|
| • Completion of fifteen (15) years of service     | 5%       | \$641           |
| • Completion of twenty (20) years of service      | 7%       | \$898           |
| • Completion of twenty-five (25) years of service | 10%      | \$1282          |
| • Completion of thirty (30) years of service      | 11%      | \$1411          |

A.2.3 Effective December 25, 2019, Section A.2.2 shall no longer be in effect and the following monthly longevity premiums based upon the top pay step of the Fire Battalion Chief classification shall be added to the salaries in Section A.1.5, A.1.6, and A.2.1 during the life of this Agreement in accordance with the following schedule: Length of Service

|   | <u>%</u> | <u>12/25/19</u> | <u>11/23/20</u> |
|---|----------|-----------------|-----------------|
| • Completion of fifteen (15) years of service     | 5%       | \$659           | \$678           |
| • Completion of twenty (20) years of service      | 8%       | \$1054          | \$1085          |
| • Completion of twenty-five (25) years of service | 11%      | \$1449          | \$1492          |
| • Completion of thirty (30) years of service      | 12%      | \$1580          | \$1628          |

A.2.4 Longevity premiums shall be paid beginning with the first full pay period following the completion of the eligibility requirements. For the purpose of determining eligibility for longevity premiums, service shall be limited to time served in good standing as a uniformed member of the Seattle Fire Department.

A.3 All employees of the Seattle Fire Department shall be furnished a paycheck stub which designates the hourly rate paid; in addition the pay check stub shall also outline deductions authorized by the employee or required by law.

APPENDIX B - DEFERRED COMPENSATION

B.1 Beginning January 1, 2014, the City shall contribute 1.6% of the top step base salary of Battalion Chief to the City's deferred compensation program for all employees represented by Local 2898. The City's contribution shall be 1.6% regardless of whether or not the employee makes a voluntary contribution to the deferred compensation program. The parties agree that the payments made by the City to this program are not matching, and whether or not such payments should include the calculation for each employee's retirement benefit under RCW 41.16, RCW 41.18, RCW 41.18, RCW 41.20, RCW 41.26, or other public pension system shall be an issue of law about which the City shall take no position in any legal proceeding.

B.1.1 Beginning December 25, 2019, the City shall increase its contribution by 1% to a maximum contribution rate of 2.6% of the top step base salary of the Battalion Chief classification.

## SUMMARY and FISCAL NOTE\*

| <b>Department:</b>                       | <b>Dept. Contact/Phone:</b>                           | <b>CBO Contact/Phone:</b>          |
|--|---|------------------------------------|
| Seattle Department of<br>Human Resources | Jeff Clark/206-684-7871<br>Michael South/206-684-7872 | Katherine Tassery/206-615-<br>0703 |

*\* 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 City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the Seattle Fire Chiefs Association, IAFF, Local 2898, to be effective January 1, 2019, to December 31, 2021; and amending Ordinance 126237, which adopted the 2021 Budget, by increasing appropriations to the Seattle Fire Department for providing the 2019, 2020, and 2021 payments therefor; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

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

This legislation authorizes the Mayor to implement a collective bargaining agreement between the City of Seattle (“City”) and the Seattle Fire Chiefs Association, IAFF, Local 2898 (“Local 2898”). The collective bargaining agreement is a three-year agreement on wages, benefits, hours and other working conditions for January 1, 2019 through December 31, 2021. This legislation affects approximately 34 regularly appointed City employees.

The collective bargaining agreement provides for wage adjustments of 6.6 percent for 2019, 2.7 percent for 2020, and 3 percent for 2021. For payroll year 2020, longevity pay will increase 1 percent for members with 20+ years of longevity, and the City will contribute an additional 1% towards deferred compensation savings (both increases are calculated off the top step of Battalion Chief base wage). For payroll year 2021, Deputy Chiefs will receive a premium pay of 7.5 percent upon appointment of a Battalion Chief to an administrative position, and Battalion Chief premium will reduce from 10 percent to 7.5 percent. On December 22, 2021, the wage scale for all titles in the agreement will reduce from three steps to two.

The City and Local 2898 members will continue to split health care premiums with 90 percent paid by the City and 10 percent paid by union members.

The City and union also agreed to other changes to working conditions. Members may carry over 96 vacation hours to the following year (up from 72 hours a year, previously), and members will receive a minimum of one hour of pay for attending remote meetings, among other items.

**2. SUMMARY OF FINANCIAL IMPLICATIONS**

**a. Does this legislation amend the Adopted Budget?**  X  Yes   No

Changes to the Seattle Fire Department’s 2019, 2020, and 2021 appropriations are shown in the table below. Funding in future years will be appropriated through the annual budget process.

| Item  | Fund         | Department              | Budget Control Level                              | Amount      |
|-------|--------------|-------------------------|---|-------------|
| 2.1   | General Fund | Seattle Fire Department | Leadership and Administration (00100-BO-FD-F1000) | \$75,753    |
| 2.2   | General Fund | Seattle Fire Department | Operations (00100-BO-FD-F3000)                    | \$2,348,331 |
| 2.3   | General Fund | Seattle Fire Department | Fire Prevention (00100-BO-FD-F5000)               | \$75,753    |
| Total |              |                         |   | \$2,499,837 |

**b. 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.

**c. Is there financial cost or other impacts of *not* implementing the legislation?**  
 If the contract is not legislated, employees will continue to receive the same wages that became effective on December 17, 2017. There may be other risks associated with not implementing the legislation.

**3. OTHER IMPLICATIONS**

**a. Does this legislation affect any departments besides the originating department?**  
 Yes, there are costs and operational impacts to the Seattle Fire Department.

**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?**  
N/A
- 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.**  
N/A
- 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.

**List attachments/exhibits below:**

Summary Attachment 1 – Bill Draft of Local 2898 Agreement

**AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF SEATTLE**

**AND**

**SEATTLE FIRE CHIEFS ASSOCIATION, IAFF, LOCAL 2898**

**AFL - CIO - CLC**

Effective January 1, ~~2015-2019~~ through December 31, ~~2018~~2021

TABLE OF CONTENTS

|   | <u>Page</u>   |
|---|---------------|
| PREAMBLE.....   | iii           |
| ARTICLE 1 - RECOGNITION AND BARGAINING UNIT.....                              | 1             |
| ARTICLE 2 - UNION <del>MEMBERSHIP</del> <u>ENGAGEMENT</u> .....               | 2             |
| ARTICLE 3 - SALARIES .....  | <u>34</u>     |
| ARTICLE 4 - HOURS OF DUTY.....  | 6             |
| ARTICLE 5 - OVERTIME PAY .....  | <u>789</u>    |
| ARTICLE 6 - TEMPORARY DETAIL TO HIGHER POSITIONS .....                        | <u>10113</u>  |
| <del>ARTICLE 7 - HOLIDAYS .....</del>   | <del>15</del> |
| ARTICLE <u>78</u> - VACATIONS.....  | <u>11157</u>  |
| ARTICLE <u>89</u> - SICKNESS AND DEATH IN FAMILY .....                        | <u>141820</u> |
| ARTICLE <u>910</u> - COMPENSATION FOR USE OF PRIVATE AUTOMOBILE.....          | <u>162022</u> |
| ARTICLE <u>101</u> - UNIFORM ALLOWANCE .....                                  | <u>172123</u> |
| ARTICLE <u>112</u> - GRIEVANCE PROCEDURE .....                                | <u>182224</u> |
| ARTICLE <u>123</u> - DISCIPLINE AND APPEAL OF DISCIPLINE .....                | <u>232730</u> |
| ARTICLE <u>134</u> - SICK LEAVE AND LONG TERM DISABILITY .....                | <u>243281</u> |
| ARTICLE <u>145</u> - JOINT LABOR MANAGEMENT AND JOINT SAFETY COMMITTEES ..... | <u>283336</u> |
| ARTICLE <u>156</u> - UNION BUSINESS.....                                      | <u>293437</u> |
| ARTICLE <u>167</u> - MANAGEMENT RIGHTS .....                                  | <u>30358</u>  |
| ARTICLE <u>178</u> - PRODUCTIVITY AND PERFORMANCE OF DUTY.....                | <u>31936</u>  |

|  |   |               |
|--|---|---------------|
|  | ARTICLE <del>189</del> - MEDICAL CARE, DENTAL CARE AND LIFE INSURANCE ..... | <u>32037</u>  |
|  | ARTICLE <del>1920</del> - GENERAL CONDITIONS .....                          | <u>344339</u> |
|  | ARTICLE <del>201</del> - PENSIONS .....                                     | <u>374642</u> |
|  | ARTICLE <del>212</del> - SUBORDINATION OF AGREEMENT .....                   | <u>384743</u> |
|  | ARTICLE <del>223</del> - SAVINGS CLAUSE .....                               | <u>394844</u> |
|  | ARTICLE <del>234</del> - ENTIRE AGREEMENT.....                              | <u>40945</u>  |
|  | ARTICLE <del>245</del> - DURATION OF AGREEMENT .....                        | <u>415046</u> |
|  | APPENDIX A - WAGES.....   | <u>425147</u> |
|  | APPENDIX B - DEFERRED COMPENSATION.....                                     | <u>455350</u> |

AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

SEATTLE FIRE CHIEFS ASSOCIATION, IAFF, LOCAL NO. 2898

AFL - CIO - CLC

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PREAMBLE

The rules contained herein constitute an Agreement between the City of Seattle, hereinafter referred to as the "City" or the "Employer" and the Seattle Fire Chiefs Association, I.A.F.F., Local Union No. 2898, hereinafter referred to as the "Union," governing wages, hours, and working conditions as described herein.

The City and the Union agree that the purpose of this Agreement is to provide for fair and reasonable compensation and working conditions for employees of the City as enumerated in this Agreement and to provide for the efficient and uninterrupted performance of municipal functions. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.1 The City hereby recognizes the Union as the exclusive bargaining representative of the bargaining unit of all supervisory uniformed personnel of the Fire Department holding the rank of Battalion Chief and Deputy Chief.

## ARTICLE 2 - UNION MEMBERSHIP ENGAGEMENT

2.1 ~~Each regular full time employee promoted into the bargaining unit shall make application to become a member of the Union within thirty (30) days following the date of employment within the unit, and all other employees within the bargaining unit who have voluntarily become members of the Union shall maintain such membership in good standing, and failure by any such employee to apply for and/or maintain such membership in accordance with this provision shall constitute cause for discharge of such employee; provided that it is expressly understood and agreed that the discharge of employees is governed by applicable provisions of the City Charter, which provisions are paramount and shall prevail; provided further that the above requirements to apply for Union membership and/or maintain Union membership shall be satisfied by an offer by the employee to pay the regular dues uniformly required by the Union of its members in municipal employment. The City and the Union will administer the provisions of this Article with regard to dues deduction and membership of employees in accord with ~~its~~ their respective obligations under the law.~~

~~When an employee fails to fulfill the above obligation, the Union shall provide the employee and the Employer with thirty (30) calendar days written notification of the Union's intent to initiate discharge action.~~

2.1.1 Any disputes concerning the amount of dues or fees and/or the responsibility of the Union to the employees covered by this Agreement shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

~~Employees who satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular Union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.~~

~~The employee shall furnish written proof that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.~~

2.2 ~~There shall be no discrimination by the City against any employee on account of membership status, or union activity. Neither party shall discriminate against any employee or applicant for employment because of membership or non-membership in the Union. Provided however, that this clause shall not restrict the Union from providing internal Union-sponsored benefits to Union members only.~~

2.3 The City shall make deductions on a regular basis from an employee's pay for the regular Union dues or other obligation agreed between the employee and the Union; provided such employees shall authorize said deductions in writing on a form to be filed with the City. The City shall remit such deductions to the Union. The performance of this function is recognized as a service to the Union by the Employer.

2.4 The Union recognizes that it is the Union's exclusive responsibility to notify employees of their options regarding association and/or membership. ~~The Union agrees to indemnify and save harmless the employer from any and all liability arising out of this Article.~~ The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

### ARTICLE 3 - SALARIES

3.1 The minimum salaries to be paid by the City to employees in the bargaining unit during the period of this Agreement are set forth in Appendix A of this Agreement.

3.2 The hourly rate of pay for employees shall be determined as follows:

A. Monthly salary X 12 ÷ (52.2 x 45.7) = Hourly rate of pay for Operations Division  
(~~24 hour~~24-hour shift) schedules

B. ~~or, for~~ ~~40 hour~~40-hour employees: Monthly salary X 12 = Annual salary  
Annual salary ÷ 2088 = Hourly rate

3.3 Employees who work, or are otherwise entitled to pay, for all scheduled shifts in a work schedule that averages 45.7 hours per week on an annual basis shall be paid for 91.4 hours a pay period regardless of the number of hours actually worked. The bi-weekly pay of employees who are absent from scheduled work and are in a non-pay status for less than two shifts during the pay period shall be computed by subtracting the number of hours absent from 91.4 and multiplying by the hourly rate of pay. When unpaid absence equals two or more scheduled working shifts in one pay period, payment will be made only for time worked.

3.4 When an employee's number of actual hours worked is affected by Daylight Savings Time adjustments, the employee shall not be compensated for any additional time worked as a result of said adjustments, nor shall ~~his/her~~their compensation be reduced for working less time as a result of said adjustments.

3.5 In the event an employee covered by this Agreement leaves the service of the Fire Department and within a year the Fire Department rehires said employee in the same classification to which assigned at date of termination, such employee shall be placed at the step in the salary range which is closest to the salary earned at the time of the original termination.

3.6 Upon promotion to a position in the bargaining unit, an employee previously in a position classified as Captain shall be granted service credit for work in an out of class basis in the position to which promoted if the conditions below are met. Similarly, upon promotion to a Deputy Chief position in the bargaining unit, an employee previously in a Battalion Chief position shall be granted service credit for work in an out of class basis in a Deputy Chief position if the following conditions are met:

Aa. The ~~higher level~~higher-level position to which the employee is promoted is in the same Fire Department unit (Operations, FAC, FMO, Paramedics) in which the out of class assignment was worked.

Bb. The out of class assignment continued for at least six (6) consecutive months immediately prior to the promotion. (The "consecutive months" will be

considered to have been interrupted if the employee was absent from duty for any reason for a total of eight or more shifts.)

## ARTICLE 4 - HOURS OF DUTY

4.1 The number of hours assigned duty per week for employees under this Agreement shall be continued in accordance with provisions as set forth in this Agreement. Nothing herein shall limit the City in exercising discretion in varying the hours of duty of any employee. Employees working an average work week of 45.7 hours shall work a base schedule of a twenty-four (24) hour shift. Employees assigned to other divisions shall work forty (40) hours per /week.

4.1.1 In exigent circumstances such as earthquake, flood, pandemic, natural or manmade disaster, or danger to life or property or work so urgently necessary that its nonperformance will cause serious loss or damage to the City, the department may redeploy staff and/or adjust work schedules for up to two weeks or as mutually agreed.

4.2 Employees in the Operations Division may work a maximum of two consecutive 24-hour shifts provided that such a work assignment does not affect the employees' ability to safely perform their duties on the job and that the employees have not worked another two consecutive 24-shifts earlier in that month.

4.3 Members working two consecutive shifts at their request are responsible for all issues regarding proper relief including compensation for a holdover member. The Department will assume responsibility for relief compensation when members are held over for emergencies or at the direction of the Department.

4.4 Members are responsible for monitoring their state of readiness. When a member's scheduled shift falls on the second consecutive shift and the member is not adequately rested to perform their duties, the member will inform their supervisor and request time off using accrued compensatory time, vacation, ~~personal holiday~~ or sick leave.

4.5 ~~The City and the Union may open negotiations on Section 4.2 in the event that there is evidence of a pattern that two consecutive 24 hour shifts are causing harm to the safety of Fire Personnel.~~

4.56 Employees will have twenty-four (24) hours off duty before and after a change of schedule to or from Operations and Administrative schedules when participating in manipulative training or work or having travel time greater than four (4) hours. Employees will have at least twelve (12) hours off duty before and after a change of schedule when only participating in non-manipulative training or work or other deployments that mandate post-incident rehabilitation periods.

4.67 Operations Division Supervising Chiefs assigned to Deputy 1, Battalions 2, 4, 5, 6, 7, and the Safety Officer positions shall ~~each be granted the ability to cancel one debit~~

~~day annually~~ have their floating debit day cancelled without using a vacation day. The Fire Chief (or designee) shall name the Supervising Chiefs by the end of ~~January~~ December of each year.

~~4.7.1~~ ~~Effective January 1, 2018, Battalion 2 shall be reinstated with a seven (7) Chief minimum staffing model and Section 4.7 shall apply to the Operations Division Supervising Chief of Battalion 2, consistent with the 2017 Memorandum of Agreement concerning Battalion 2.~~

~~4.78~~ The City agrees to a Special Relief program for all employees covered by this Agreement. Early or Late Relief shall be permitted ~~on a position by position basis~~ subject to approval by the Employer.

~~4.89~~ An employee shall be granted time off with pay on Volunteer Relief if a replacement from the Union is arranged to work in place of the employee, with the approval of the Fire Chief or his/her designee.

~~4.89.1~~ Requests and arrangements for Volunteer Relief shall be made by the Union at least one shift prior to the proposed time off whenever possible.

~~4.89.2~~ Volunteer Relief may be worked in twenty-four (24) hour and twelve (12) hour increments (0800 to 2000 shifts and 2000 to 0800 shifts).

~~4.910~~ Each employee working in the Operations Division shall be assigned a work number consisting of the employee's assigned platoon (A, B, C, D) and a number from 1 to 13. In addition to the employee's assigned platoon schedule, the employee is assigned to work on the days upon which the work number falls. These days shall be referred to as scheduled debit shifts.

~~4.910.1~~ Employees shall work, in addition to the regularly scheduled twenty-four (24) hour shifts, one (1) floating debit shift per year to result in an average 45.7-hour work week.

~~4.910.2~~ Employees in the Operations Division shall be scheduled to work 28 shifts excluding floating debit shifts per 104-day debit cycle. Usually this will be 26 days on the assigned shift and 2 debit days. If, due to a transfer, an employee is not scheduled to work 28 shifts during the cycle, the Department will assign additional shifts or provide time off so that the employee is scheduled for 28 shifts.

~~4.101~~ Employees may not accumulate more than 480 hours of compensatory time as a result of a merit trade. Employees with 480 hours or more of compensatory time who work a merit trade shall be paid straight time wages for hours worked. Employees with less than 480 hours of compensatory time who work a merit trade shall accrue compensatory time up to the 480-hour cap and shall be paid straight time wages for all hours worked above the 480-hour cap. The employee initiating the merit trade shall have the appropriate amount of compensatory time deducted from their total.

## ARTICLE 5 - OVERTIME PAY

5.1 Work performed outside of the employee's regular scheduled shift(s) shall be compensated (pay or compensatory time) at the overtime rate of ~~time one~~ and one-half ( $1\frac{1}{2}$ ) ~~times~~ the employee's regular straight time hourly rate of pay for actual hours worked. All ~~non-emergency~~ overtime work must be approved in advance by the employee's ~~immediate supervisor~~ authorizing authority.

5.1.1 All overtime compensation shall be at the rate of time and one-half ( $1\frac{1}{2}$ ). Such overtime compensation shall be in the form of pay or employees may receive compensatory time at the overtime rate in lieu of overtime pay upon approval of the Chief of the Department up to a maximum of 480 hours of accumulated compensatory time. All overtime hours in excess of 480 shall be in the form of pay. Any employee who has accumulated more than 480 hours of compensatory time shall not accumulate any more, including by merit trade, as set forth above in Section 4.104. Any overtime earned after the Fair Labor Standards Act threshold of 212 hours in a twenty-eight (28) day work period shall be in the form of pay in all cases. The FLSA period shall begin on the first day of a pay period, with the beginning on June 14, 1995. The overtime rate of pay shall be determined from the applicable straight time hourly rate. Additionally, overtime worked pursuant to reimbursable activity shall be compensated at the overtime rate in the form of pay and shall not be taken as compensatory time.

5.2 ~~Employees called out, while off duty, on a multiple alarm or other emergency shall be credited with a minimum of four (4) hours of overtime for such call out and shall be paid at time and one-half the straight time hourly rate of pay for all hours worked. Effective one (1) business day after receiving notice from the Union that the 2015–2018 Collective Bargaining Agreement has been voted by the Union membership, this provision shall no longer apply. Thereafter, the applicable overtime provision shall be Section 5.1 of this agreement.~~ Effective January 1, 2018, any Department work which commences less than four (4) hours before or after a shift will be considered shift extension time. Such shift extension time shall be paid at ~~time one~~ and one-half ( $1\frac{1}{2}$ ) ~~times~~ the ~~employee's~~ regular straight time hourly rate to the next even one (1) hour time period for the first hour and for the actual time worked thereafter. When such shift extension time is taken in compensatory time instead of pay, the employee shall be compensated at one and one-half ( $1\frac{1}{2}$ ) times the regular straight time hourly rate to the next even one (1) hour time period for the first hour and rounded up to the nearest next half-hour for time worked thereafter.

5.2.1 ~~Employees called back to work at the request of the Chief for disciplinary hearings, ordered to appear in court on Department business, or returned to duty on other Department business on their regular time off shall be compensated at the rate of one and one-half times their hourly rate with a minimum of four (4) hours of overtime for~~

~~such call out. Effective one (1) business day after receiving notice from the Union that the 2015 – 2018 Collective Bargaining Agreement has been voted by the Union membership, this provision shall no longer apply.~~ Effective January 1, 2018, in the event that overtime is not an extension at the beginning or end of a normal shift, the minimum payment shall be four (4) hours at ~~the time one~~ and one-half (1 ½) ~~times the employee's regular straight time hourly~~ rate. Time worked in excess of the four (4) hour minimum shall be compensated for the actual time worked thereafter in accordance with Section 5.1. When time worked in excess of the four (4) hour minimum is taken in compensatory time instead of pay, the employee shall be compensated at one and one-half (1 ½) times the ~~employee's~~ regular straight time hourly rate rounded up to the nearest next half-hour for time worked thereafter. Except that effective upon ratification of this Agreement by both parties, employees who remotely or virtually attend required meetings off-shift shall be compensated at one and one-half (1 ½) times the employee's regular straight time hourly rate for a minimum of 1-hour.

5.3 Vacancies occurring in the Battalion and Deputy Chief ranks in the Operations Division not covered by a member working a debit shift shall be filled by those Battalion/Deputy Chiefs in the bargaining unit who have volunteered for overtime assignments to ensure that there are ~~at least six~~ seven chiefs assigned to each platoon on duty ~~Effective January 1, 2018, there shall be at least seven (7) chiefs on duty,~~ consistent with the 2017 Memorandum of Agreement (MOA) concerning Battalion 2 and the 2021 Acting BC MOA.

5.3.1 Employees shall be hired for overtime from a voluntary overtime signup list. Overtime hiring procedures will be in accordance with the Settlement Agreement dated January 30, 2009. If vacancies cannot be filled in accordance with the Settlement Agreement dated January 30, 2009, the Department may fill such overtime positions as its policy and procedure may provide. ~~Long distance calls shall be at the employee's expense.~~ Employees shall be scheduled and called for overtime work in such a manner as will, so far as practicable, rotate overtime work opportunities among employees covered by this Agreement. If more than one employee has signed up to work overtime, the member with the fewest previously worked overtime hours in the calendar year shall be hired.

5.3.2 The Department shall maintain two separate overtime hiring lists: 1) a full-shift overtime hiring list for 20 hours or more, and 2) a partial-shift overtime hiring list for fewer than 20 hours. Members hired for Deputy 1 and Safety 2 must be eligible to work in those positions when hired from the partial-shift overtime list.

5.3.2.1 Employees shall have twenty (20) hours added to their "Hours Worked" balance when initially hired from the full-shift overtime hiring list. Hours will be reconciled upon the employee's ~~submission of Form 77~~ overtime submittal.

5.3.2.2 Employees shall have four (4) hours added to their “Hours Worked” balance when initially hired from ~~the any~~ partial-shift overtime hiring list. Hours will be reconciled upon the employee’s ~~submission of Form 77~~ overtime submittal.

5.3.3 The employees of the bargaining unit shall be granted access to the Department's Local 2898 modified overtime program. All requests for information as a result of this access shall be directed only to the Fire Chief or designee. Local 2898 shall use the department’s electronic hiring, staffing, and timekeeping program, and members shall be granted access.

5.3.4 Employees shall not sign up to work overtime, nor be assigned to work overtime during any period of time when the overtime assignment would conflict with their ~~regularly-scheduled~~ regularly scheduled duty assignment(s) or their “off-duty standby” status, as described in Sections 6.1.~~23~~, 6.1.~~23~~.1, and 6.1.~~23~~.2. However, an employee assigned to an Administrative schedule who is working overtime in Operations may use vacation or compensatory time off to complete the overtime shift before reporting to his/her regular administrative assignment.

5.3.5 Employees who receive an out-of-city-deployment will not be eligible to work overtime until all forms for all work performed while on deployment have been submitted. The Union agrees that the City shall be held harmless and indemnified against any and all errors related to eligibility to work overtime under this Section.

5.3.6 Employees assigned to or working an Administrative schedule shall be allowed to work overtime only on weekends, regularly scheduled days off, ~~holidays~~, and vacations of at least three (3) calendar days, when granted in advance. Vacations may be combined with regularly scheduled days off and/or ~~holidays~~ to meet the three (3) calendar days-off requirement.

~~5.3.7 The parties agree to continue to negotiate the overtime hiring practices during the term of the contract.~~

5.3.78 Employees shall not sign up, agree to, or otherwise work forty-eight (48) consecutive hours unless such work is completed at least twenty (20) hours prior to their next regularly scheduled assignment. This provision shall not preclude ‘holdover’ awaiting proper relief from duty.

5.3.78.1 Vacation, ~~holiday~~ or compensatory time off shall satisfy the twenty (20) hour requirement of Section 5.3.~~78~~ above only when such vacation, ~~holiday~~ or compensatory time was scheduled prior to the request for or acceptance of the forty-eight (48) consecutive hour assignment.

5.3.78.2 Trades, early relief, or compensatory time off may not be used to shorten a shift to avoid the requirements of Section 5.3.~~78~~ above.

## ARTICLE 6 - TEMPORARY DETAIL TO HIGHER POSITIONS

~~6.1~~ Any time an administrative Battalion Chief or Deputy Chief covered by this agreement is scheduled to be absent, or is absent due to illness/injury from his or her assigned position for five (5) or more regularly scheduled eight (8) hour work days or four (4) or more regularly scheduled ten (10) hour work days, an Operations Division Battalion or Deputy Chief shall be assigned to perform the duties of the aforementioned administrative Chief. Effective one (1) business day after receiving notice from the Union that the 2015 – 2018 Collective Bargaining Agreement has been voted by the Union membership, this provision shall no longer apply.

~~6.1.1~~ Employees in the classification of Fire Battalion Chief covered by this Agreement who are assigned by proper authority to perform the duties of a higher paid position within the Fire Department shall be paid in accordance with the following:

~~A.1.~~ In excess of four (4) hours, but less than five (5) consecutive shifts or forty (40) hours, at the beginning rate of Fire Chief, Deputy.

~~B.2.~~ For five (5) consecutive shifts or forty 40 hours, shall be paid at the first level of the position which they are filling which exceeds the level in 1. above for all hours so assigned and worked.

~~6.1.12~~ Employees assigned to Deputy Chief positions covered by this Agreement who are assigned by proper authority to perform the duties of a higher paid position within the Fire Department shall be paid at a rate equal to one hundred four percent (104%) of the Deputy Chief's regular rate of pay for all hours so assigned and worked.

~~6.1.23~~ The Fire Chief or ~~his/her~~their designee may formally place employees who are assigned to perform the duties of a higher-paid position in accordance with Section 6.1.~~12~~ on "off-duty standby" status for a fixed, predetermined period of time, during which the employee is required to remain on page communicator, a similar device or at home in a state of readiness to respond to duty at a moment's notice.

~~6.1.23.1~~ Employees formally placed on "off-duty standby" status in accordance with Section 6.1.~~23~~ above shall be compensated on the basis of ten percent (10%) of the straight time rate of pay of the acting assignment described above in Section 6.1.~~12~~. If the employee is actually called to perform the work of the acting position, the "off-duty standby" pay shall cease at that time. Thereafter, normal overtime rules apply. If applicable, the "off-duty standby" status shall resume when the work is completed.

~~6.1.23.2~~ Employees assigned to "off-duty standby" status in accordance with Section 6.1.~~23~~ above shall not sign up to work overtime that would conflict with the "off-duty standby" period(s). If, prior to being assigned to "off-duty standby" status, the employee has accepted any overtime assignment(s) that conflict with the assigned

“off-duty standby” period, the employee shall so notify the Fire Chief or designee at the time the employee is notified that ~~he or she~~ they will be assigned to “off-duty standby” status.

~~6.1.4 Employees holding the rank of Battalion Chief assigned to administrative duties shall receive a premium equivalent to ten percent (10%) of top step pay while so assigned.~~

6.2 ~~The Assistant Chief of Operations will designate a minimum of two Battalion Chiefs per each platoon as Acting Deputy Chiefs to act in the Operations 24 hour Deputy Chief position. To qualify as an Operations Acting Deputy Chief, a Battalion Chief must have a minimum of three years’ experience as an Operations Battalion Chief and must complete an orientation training session about the Deputy Chief office and duties the Deputy 1 Task Book prior to acting as Deputy 1. The Assistant Chief of Operations may designate more than two Battalion Chiefs to act per platoon if those additional Battalion Chiefs meet the minimum criteria for acting. Once designated as an Acting Deputy Chief, a Battalion Chief will act in the Operations Deputy Chief position when so assigned. Safety Officers are not eligible to act as Deputy One when working in their regularly assigned position.~~

~~6.3 For the duration of this agreement, the Union agrees that that City may open negotiations to discuss increasing the ability for Captains to work out of class in the bargaining unit.~~

## ARTICLE 7 – HOLIDAYS

~~7.1 Employees who work the 45.7 hour average work week shall be granted time off in lieu of paid holidays at the rate of four (4) working shifts off duty with pay each year. The City shall schedule accrued holiday time off four (4) times per year, in accordance with the staffing needs of the Department, but with full consideration for the wishes of the employees involved. Effective December 31, 2017, this provision shall no longer apply.~~

~~7.1.1 If an employee is unable to take holiday time off due to disability, the holiday may not be rescheduled; provided, however, should the employee retire from that disability and be unable to reschedule the holiday, the hours shall be paid for at the straight time rate of pay in effect at the time the holiday time off was due. Effective December 31, 2017, this provision shall no longer apply.~~

~~7.2 Employees assigned schedules which result in an average forty (40) hour work week and for which shifts are normally scheduled Monday through Friday, shall observe the following holidays as designated for observance by the majority of other City employees:~~

~~New Year's Day  
Martin Luther King's Birthday  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Day  
Two (2) Personal Holidays~~

~~7.2.1 Employees who observe holidays pursuant to 7.1 and are required to work on said holidays shall be paid one and one half (1½) times the employee's regular rate of pay for all hours worked and, in addition, another day off will then be rescheduled.~~

~~7.2.2 The two Personal Holidays shall be due those employees who have been assigned to work a 40 hour work week. An employee transferred to such position shall not be due a Personal Holiday until three consecutive months have been worked in the position. An employee temporarily detailed to such position will be due a Personal Holiday to be scheduled off during the detail provided the detail is for at least ten (10) shifts and the employee is unable to reschedule a missed holiday off in the Operations Unit within that quarter.~~

~~7.3 Elimination of holiday premium pay for personnel scheduled to work a 45.7-hour work week are in trade for other benefits gained in this Agreement.~~

ARTICLE 78 - VACATIONS

87.1 Effective January 1, 2018, each employee ~~working a 45.7 hour average work week~~ shall be granted a vacation in accordance with the following schedule:

|                         |                       |
|-------------------------|-----------------------|
| 1 thru 6 yrs. service   | 9 shifts (216 hours)  |
| 7 thru 14 yrs. service  | 10 shifts (240 hours) |
| 15 thru 19 yrs. service | 11 shifts (264 hours) |
| 20 yrs. service         | 12 shifts (288 hours) |
| 21 thru 24 yrs. service | 13 shifts (312 hours) |
| 25 yrs. service         | 14 shifts (336 hours) |
| 26 or more yrs. service | 15 shifts (360 hours) |

87.1.1 Employees working a 45.7-hour average work week are required to use 24 hours of vacation to cancel a floating debit day on January 1 of each calendar year, with the exception of employees designated as Supervising Chiefs.

87.1.2 Employees working an average forty (40) hour work week are required to use vacation leave equivalent to the number of regular scheduled hours (for example, if working four 10-hour days per week, must submit vacation leave for 10 hours; if working five 8-hour days per week, must submit vacation leave for 8 hours) on the following holidays:

- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day

~~Each employee working an average forty (40) hour work week shall be granted vacation in accordance with the following schedule:~~

|                                    |                      |
|------------------------------------|----------------------|
| <del>1 thru 6 yrs. service</del>   | <del>120 hours</del> |
| <del>7 thru 14 yrs. service</del>  | <del>144 hours</del> |
| <del>15 thru 19 yrs. service</del> | <del>168 hours</del> |
| <del>20 yrs. service</del>         | <del>192 hours</del> |
| <del>21 thru 24 yrs. service</del> | <del>216 hours</del> |
| <del>25 years service</del>        | <del>240 hours</del> |

~~26 or more years service~~ ~~\_\_\_\_\_~~ ~~264 hours~~

~~In addition to the above vacation schedule, employees working an average forty (40) hour work week are entitled to the holidays in Section 7.1 which equate to 96 hours.~~

87.1.32 Earned vacation in Section 87.1 reflects the addition of four (4) shifts of holiday off time. The practice of scheduling holiday offs shall be discontinued.

7.1.4 Admin Employees who are required to work on holidays in 7.1.2 shall be paid one and one-half (1½) times the employee's regular rate of pay for all hours worked and, in addition, another day off will then be rescheduled. For the rescheduled holiday off, the member must submit vacation leave per Section 7.1.2.

7.1.5 Elimination of holiday premium pay for personnel scheduled to work a 45.7-hour work week are in trade for other benefits gained in this Agreement.

87.2 ~~Vacations may be requested by the employee in writing to start and/or end on any date. Vacation requests may be made starting on November 1 for the following year. Employees may choose to schedule vacation starting November 1 or may schedule their vacation at a later date for members of Local 2898 assigned to Operations are considered to be “unscheduled” and shall be granted upon request, with the exceptions of Independence Day, Thanksgiving, Christmas Eve and Christmas. On those days, there must be one member signed up on the overtime register for each vacation day granted. However, where a member has been granted a day off on said holiday(s) due to a member having signed up on the overtime register and that member subsequently removes their name from the overtime register, the last member who was granted time off shall have their day off cancelled. All vacation requests for members assigned to administrative are~~ subject to approval of the Employer with no request unreasonably denied.

87.2.1 Employees may cancel granted time off (unscheduled vacation, saved vacation, compensatory time or leave without pay) up to 20 hours before the start of the shift taken off. Granted time off may not be cancelled if requested less than 20 hours before the start of the shift taken off.

87.3 The bargaining unit shall be allowed two (2) opportunities per shift to schedule accumulated unscheduled vacation, saved vacation and compensatory time in ~~12 hour~~12-hour, half-shift increments (for example, one (1) 0800 to 2000 and one (1) 2000 to 0800, two (2) 0800 to 2000 or two (2) 2000 to 0800). The bargaining unit may exceed two (2) opportunities provided backfill is available.

87.4 Effective December 25, 2019 An employee may, following one full calendar year of employment, carry over and/or accumulate ~~seventy-two (72)~~ ninety-six (96) hours of vacation annually, provided that, the number of vacation shifts carried over and/or accumulated shall not exceed one and one-half (1½) times the number of annual vacation hours for which such employee is currently eligible. An employee who is unable to take his/her regularly scheduled vacation, or portion thereof, as a result of disability, military leave or other work-related reasons approved by the Fire Chief shall have said vacation held over to the next calendar year. Vacation held over must be scheduled and taken in the following year. Work-related vacation carry-over due to workload must be requested and approved by the end of the 3<sup>rd</sup> quarter. If the carry over vacation is not scheduled by February 1<sup>st</sup> of the following year, the Department will schedule the vacation for the employee.

87.5 An employee who separates from service with the Fire Department and is rehired by the Department within one (1) year from the date of separation, shall have all prior service time reinstated for purposes of vacation accrual.

87.6 Unpaid leaves of absence shall result in a loss of vacation granted in the next year by multiplying the given accrual factor by the number of scheduled hours of work (including debit shift hours) lost due to the unpaid leave and rounding to the nearest full hour.

| <u>Years of Service</u> | <u>Annual Hours of Work</u> |             |
|-------------------------|-----------------------------|-------------|
|                         | <u>2382</u>                 | <u>2088</u> |
| 1-6                     | .0907                       | .0575       |
| 7-14                    | .1008                       | .0690       |
| 15-19                   | .1108                       | .0805       |
| 20                      | .1209                       | .0920       |
| 21-24                   | .1310                       | .1035       |
| 25                      | .1411                       | .1150       |
| 26                      | .1511                       | .1265       |

As an example:

Hours of leave of absence: 11 shifts x 24 hours = 264 hours (20 yrs. service)  
(2382 annual hours) 264 X .1209 = 31.917

= 32 hours to be deducted from next year's vacation hours

ARTICLE 89 - SICKNESS AND DEATH IN FAMILY

89.1 Employees assigned to a forty-hour average work week shall receive one (1) or, if ~~necessary~~necessary, for travel, two (2) shifts off duty with pay in the event of a death of a close relative. The second shift off is applicable only in instances where total travel of 200 miles or more is necessary. The intent of this Article is to provide time off from regularly scheduled duty to attend or make arrangements for a funeral in event of the death of a close relative.

89.2 Employees assigned to a 45.7-hour average work week shall receive one shift off duty with pay to attend the funeral of a close relative.

89.3 Employees notified of a death in the family while on duty shall be immediately excused from work for the balance of the shift if it is necessary that the employee be immediately off work to attend to such a situation. Such time off shall be with pay in addition to the benefit applicable. An employee who is working on an overtime basis will be allowed to leave work but will be paid only for hours actually worked.

89.4 For purposes of administration of this Article, a close relative is defined to include spouse, domestic partner, children, mother, father, brothers, sisters, grandchildren, and grandparents of employee and spouse, or domestic partner.

89.5 Emergency leave: The City agrees to allow up to a total of twelve (12) hours per calendar year off with pay for such employee when the Department is notified that the employee's spouse, domestic partner or child, or a parent of the employee or the employee's spouse or domestic partner has unexpectedly become seriously ill or has had a serious accident and it is necessary that the employee be immediately off work to attend to such a situation. This provision shall be applicable when notification of the need for emergency leave is given up to three (3) hours prior to the commencement of the work shift or during the work shift.

89.5.1 This Section shall be applicable twice each year; however, the total emergency leave hours shall not exceed twelve (12) in the calendar year. This time limit shall not apply to LEOFF II employees' use of sick leave for emergency purposes. LEOFF II employees who do not utilize all of their emergency leave in a calendar year shall have the remaining balance of their emergency leave credited to their sick leave balance for the next year.

89.5.2 For the administration of this Section, "child" shall be defined as every natural born child, stepchild, child legally adopted or made a legal ward of the employee.

89.5.3 An employee working a regularly scheduled shift may take the whole shift off if necessary but shall not be paid for more than 12 hours in any one calendar year. In

the event that the emergency situation requires the employee's presence for more than 12 hours, the employee shall have the option of utilizing one of the following to offset any hours beyond twelve:

- ~~a.~~ ~~Holiday time~~
- Ab. Vacation time
- Bc. Compensatory time

89.5.4 An employee who is working on an overtime basis will be allowed to leave work in an emergency such as described above but will be paid only for hours actually worked.

89.6 The City agrees to allow the remaining portions of an employee's vacation, accumulated vacation days, ~~holidays~~, or accumulated compensatory time to be used as Sickness and Death in Family Leave, as provided in Sections 89.1 and 89.2.

ARTICLE 910 - COMPENSATION FOR USE OF PRIVATE AUTOMOBILE

- 910.1 Any employee when required by the City to use his/her private automobile on Department business shall be compensated at the mileage rate (cents per mile) in effect at the time for other City employees (as specified by ordinance). This shall not cover any transportation to and from work. When an employee uses a private automobile to travel to Department sponsored training, or court appearances, mileage reimbursement will be based on the distance from the employee's assigned workplace to the training or court location. Mileage forms shall be provided by the City and be made available and on hand in every station.
- 910.2 Whenever an employee is notified of a detail to another assignment location during ~~his/her off duty~~ their off-duty time, the member shall receive thirty (30) minutes of pay at time and one-half (1 1/2).
- 910.3 If an employee is detailed to another station after reporting to his/her/their scheduled place of employment, ~~he/shethey~~ may use his/her/their private automobile to effect the detail if Department transportation is not furnished. If the employee uses his/her/their private automobile for the detail, ~~he/shethey~~ shall be compensated in accordance with Section 910.1.

ARTICLE 101 - UNIFORM ALLOWANCE

101.1 The City shall provide and maintain at no cost to the employee all protective clothing and equipment pursuant to WAC 296-305-060. The City may issue said items directly, establish a procurement policy with a supplier or suppliers or reimburse employees for the purchase of said items in a timely manner which shall normally be within fourteen (14) calendar days of a request for reimbursement. The Department shall promulgate policies and procedures for same and shall notify the Union of subsequent modifications.

101.2 Employees shall be responsible for acquiring required uniform items in accordance with policy and procedure of the Department. The Department shall notify the Union of any changes to the required uniform.

101.3 Effective January 2, 2002, the base wage for each employee shall be increased in an amount equal to two hundred and fifty dollars (\$250.00) annually to cover the cost of replacement of said uniform items.

101.4 Protective equipment and clothing purchased by the Department or for which the employee was reimbursed pursuant to Section ~~1110~~.1, shall remain the property of the Department and shall be returned to the Department upon an employee's separation from employment. The employee is responsible for the safekeeping of all City purchased clothing and equipment. Normally, such equipment shall be kept at the fire station to which the employee is assigned. Such clothing and equipment shall not be used by employees for other than work for the Seattle Fire Department.

## ARTICLE 112 - GRIEVANCE PROCEDURE

112.1 Any dispute between the Employer and the Union concerning the interpretation or claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. Such a dispute shall be processed in accordance with this Article. Any other type of dispute between the parties as well as disputes involving (1) Public Safety Civil Service Commission Rules or Regulations whether specified in this Agreement or not, if there be such, (2) disciplinary/discharge action taken by the Employer, except as specified in Section 112.10 and Article 123; and (3) Article 234 - Pensions, shall not be subject to the procedure delineated in this Article.

Early Mediation Process. The City and the Fire Chiefs' Association encourage the use of the Early Mediation Process prior to issues becoming the subject of grievances. Participation in the process is entirely voluntary, confidential and does not impact grievance rights.

Any alleged grievance shall be taken up by the employee with the appropriate Deputy Chief within ten (10) calendar days of the occurrence. If the aggrieved employee is a Deputy Chief, the grievance shall be taken up by the employee with their Assistant Chief. The above parties agree to make every effort to settle the grievance at this stage promptly; however, if no satisfactory settlement is reached, the following procedure shall apply:

Step 1. The grievance shall be reduced to written form by the aggrieved employee and/or Union, stating the Section of the Agreement allegedly violated and explaining the grievance in detail. The Union Representative shall present the written grievance to the Assistant Chief of the Department within ten (10) calendar days after the alleged grievance is taken up by the employee with the Deputy Chief or the Assistant Chief. The Assistant Chief or his/her designee shall convene a meeting within ten (10) calendar days after receipt of the written grievance, between the Union Representative, aggrieved employee, and any other witnesses and/or members of management whose presence is deemed necessary to a fair consideration of the grievance.

Ten (10) calendar days after the aforementioned meeting, the Assistant Chief shall transmit a copy of this decision to the aggrieved employee, the Union and the Chief of the Fire Department.

Step 2. A grievance which remains unresolved after the written decision is delivered in Step 1 shall be transmitted in writing by the aggrieved employee and/or Union involved to the Chief of the Fire Department with

a copy to the Director of Labor Relations. Said transmittal must be accompanied by the following information:

- ~~(a)~~ Nature of dispute
- ~~(b)~~ Contract provision(s) allegedly violated
- ~~(c)~~ Remedy sought

The Chief of the Fire Department shall not be required to consider a grievance which is not referred to him/her within ten (10) calendar days following the Step 1 decision. A grievance properly filed shall be investigated by the Chief of the Department and/or the City Labor Relations Director or their respective designees. Such investigation, if deemed appropriate by the Chief of the Fire Department, may include a conference with the employee involved and ~~his/her~~ Union representative, if ~~he/she has~~ they have designated one. The Director of Labor Relations or ~~his/her~~ designee may thereafter make a confidential recommendation to the Chief of the Fire Department. The Chief of the Department shall make a decision on the matter in writing within ten (10) calendar days from the date when it was first received by ~~him/her~~; provided, however, the Chief of the Department may waive investigating and answering the grievance at Step 2 and defer a decision to Step 3 within ten (10) calendar days of receipt of the grievance. Copies of the Chief's decision shall be furnished to the aggrieved, ~~his/her~~ Union representative and the Director of Labor Relations.

Step 3. A grievance which remains unresolved after the decision is rendered in Step 2 may be transmitted in writing to the Director of Labor Relations by the aggrieved employee and/or Union, requesting a review by the Grievance Board. The Grievance Board shall not be required to consider a grievance which is not referred to the Director of Labor Relations within ten (10) calendar days following written notification of the Step 2 decision. The Director of Labor Relations or ~~his/her~~ designee listed below shall convene the Grievance Board within ten (10) calendar days upon receipt of a written request for review.

The Grievance Board shall consist of:

- Presiding Chairperson - City Director of Labor Relations or City Labor Negotiator
- Member - Fire Chief, or ~~his-her~~ designee from within the department
- Member - President of the Union, Local 2898, I.A.F.F. or ~~his- their~~ designee from within Local 2898.

The Grievance Board shall issue its findings with recommendations for resolving the grievance in writing within ten (10) calendar days to the Chief

of the Fire Department. The Chief shall within ten (10) calendar days thereafter render a decision on the issue with a copy to Local 2898, the aggrieved employee and the Director of Labor Relations.

Step 4. If the contract grievance is not settled in Step 2 or 3, it may be referred by either the Union or the City to the Washington State Public Employment Relations Commission to supply both parties with a list of five (5) qualified arbitrators. If no agreement is reached between parties in the choice of an arbitrator from that list within fifteen (15) calendar days after receipt of said list, or the Union or the City opt to bypass a PERC list of arbitrators, the contract grievance shall be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations.

Referral to arbitration (PERC or AAA) must be made within thirty (30) calendar days after the decision in Step 3 and to be accompanied by the following information:

- ~~(aA.)~~ Identification of the Section(s) of the Agreement allegedly violated.
- ~~(bB.)~~ Details of the nature of the alleged violation.
- ~~(cC.)~~ Position of the party who is referring the grievance to arbitration.
- ~~(dD.)~~ Question(s) which the arbitrator is being asked to decide.
- ~~(eE.)~~ Remedy sought.

If Arbitration has been timely requested, the parties may with mutual consent attempt Grievance Mediation. The process will use a mutually acceptable mediator and conclude within 30 days after the mutual request.

The parties agree to abide by the award made in connection with any arbitrable difference.

11.1.1 The Union and the City recognize the importance of the arbitration process to the Union and its members, the City, and the public in order to resolve workplace disputes. The expectation for arbitration is to have an arbitrator issue a fair and just decision based on the evidence. The parties recognize the value of arbitrators who have a reputation for integrity, independence, and impartiality. The parties have thus agreed to limit their selected arbitrators to those that are AAA qualified, which requires acceptability from both labor and management in order to achieve qualification. The parties also recognize the value of using arbitrators with experience arbitrating cases involving public safety and/or other public employees.

112.2 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

~~(a.)~~ The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and his power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

~~(b.)~~ The decision of the arbitrator shall be final, conclusive and binding upon the City, the Union, and the employees involved.

~~(c.)~~ The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.

~~(d.)~~ The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

112.3 Any time limits stipulated in the Grievance Procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing; and the parties may, by mutual agreement, waive any step or steps of the Grievance Procedure to advance said grievance in an effort to expedite the resolution.

112.4 If at any step in the grievance procedure management's answer is deemed unsatisfactory, the Union's and/or the aggrieved's reasons for non-acceptance must be presented in writing.

112.5 The City agrees to conduct all hearings concerning a grievance on on-duty hours of employees whenever practical.

112.6 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitations of the procedure in this Article shall allow the Union to proceed to the next step.

112.7 Arbitration or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty-four (24) or less days prior to the initial filing of the grievance.

112.8 Any dispute as to whether or not a particular complaint has merit as a grievance as defined in Section 112.1 above shall be processed through the grievance procedure at the initiation of either party to this Agreement.

112.9 The Grievance Procedure may be invoked by the City relative to a grievance filed on its behalf commencing at Step 2 of the Grievance Procedure.

112.10 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided,

however, disputes concerning disciplinary or discharge action shall not be subject to this Article but shall be processed in accordance with Public Safety Civil Service procedures and rules, unless such discipline involves the demotion, suspension or termination of a Battalion Chief, in which case grievance arbitration shall be available.

112.11 If the contract grievance is not settled in Step 2, it may be referred to Step 3 at the discretion of the initiating party within the time limits described therein or Step 3 may be waived, provided a grievance conference has been held and a grievance decision was rendered in Step 2. If Step 3 is waived, the issue may then be submitted to Step 4 within the time limits described therein.

112.12 The Union shall be afforded all rights and privileges in filing grievances as an aggrieved employee under this Article.

112.13 Where the designated Officer as defined in Section 112.1 above is part of the bargaining unit, a grievance decision by said Officer shall not necessarily be conclusive nor set a precedent. Said decision shall be subject to review and/or reversal by the Chief of the Fire Department at any time. In case a decision is set aside as described above, the ensuing grievance time limits shall become operative when the grievant or Union is notified of the reversal.

112.14 Employees covered by this Agreement will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement.

ARTICLE 123 - DISCIPLINE AND APPEAL OF DISCIPLINE

123.1 The City shall have the right to discipline employees for just cause. As used herein, discipline shall be deemed to include a suspension without pay, demotion, discharge and involuntary transfer for disciplinary reasons. Just cause is not required for counseling, performance improvement plans (PIP), or involuntary transfers for non-disciplinary reasons.

123.2 Discipline may be appealed under the grievance procedure outlined in Article 112 or, if applicable, through Civil Service, but not both. If there are dual filings with the grievance procedure and the Public Safety Civil Service Commission (PSCSC), the City will send a notice of such dual filings by certified mail to the employee(s) and the Union. The Union will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is received by the City, the contractual grievance shall be deemed withdrawn.

123.3 Employees shall have the right to Union representation in all investigatory interviews that the employee reasonably believes will result in disciplinary action against ~~him or her~~them.

ARTICLE 134 - SICK LEAVE AND ~~LONG TERM~~LONG-TERM DISABILITY

134.1 Employees covered by this Agreement who are not granted disability leave pursuant to State Statute RCW Chapter 41.26,030(19) (disability leave) shall accrue sick leave at the rate of .046 hours for each regularly scheduled hour of work including paid time off.

134.1.1 Effective upon signing, and as directed by Local 2898 on an annual basis, employees covered by this Agreement who are not entitled to disability leave under State Statute RCW 41.26, shall either receive a cash payment or cash out sick leave upon retirement into a VEBA trust fund designated by the Union to pay health insurance premiums or other legally authorized healthcare costs for eligible future retirees and dependents, at the following rates:

- A. Accumulated sick leave hours between 0 and 400 shall be cashed out at 25%;
- B. Accumulated sick leave hours between 401 and 800 shall be cashed out at 50%;
- C. Accumulated sick leave hours above 800 shall be cashed out at 75%.

134.1.2 In the event of the death of an employee while employed by the City who is eligible for the sick leave cash out benefit described above in Section 134.1.1, such employee's beneficiary shall be paid a portion of the employee's accumulated and unused sick leave in accordance with Section 134.1.1.

134.1.3 Payoff in Sections 134.1.1 and 134.1.2 shall be made at the rate of pay of such employee upon retirement or death respectively.

134.1.4 Employees who transfer to other City departments shall transfer all accumulated and unused sick leave to the new position in the accepting department.

134.2 For such employees identified in Sections 134.1 and 134.1.1 who are exposed to a communicable disease in the line of duty and for whom specific preventative medication is deemed necessary by a physician in order to prevent the employee from acquiring the disease, the City will reimburse any out-of-pocket costs for the preventative medication which the employee has incurred and for which he/she will not otherwise be reimbursed. To obtain reimbursement the employee shall present satisfactory documentation with a written request for reimbursement to the City for approval of payment.

134.3 At the discretion of the Chief of the Fire Department, employees not entitled to medical coverage under State Statute RCW 41.26, may be required to see a physician designated by the Chief of the Fire Department to verify disability resulting

in layoff or claims of injury, illness, or any other disability which would prevent the employee from performing his/her duties.

134.3.1 Twenty-four (24) hour shift employees who are not entitled to medical coverage under State Statute RCW 41.26 shall be required to obtain a physician's verification of illness/injury when their disability or the care of a dependent requires them to be absent from work for more than forty-eight (48) consecutive hours; that is, if they miss a portion of a third consecutive shift. Twenty-four (24) hour shift employees must obtain this verification no later than the day of the third shift missed. Forty (40) hour per week employees are required to provide a physician's verification of illness/injury after thirty-two (32) consecutive hours are missed on sick leave or dependent care sick leave. Abuse of sick leave shall be grounds for discipline up to and including dismissal. The Department also has the right to require an employee whose sick leave usage is outside of expected norms to provide physician verification within six (6) business hours (0900 - 1700, Monday through Sunday) of notifying the Department of the disability, except where individual circumstances or legal requirements require more time.

134.4 The City agrees to allow the remaining portions of an employee's vacation, accumulated vacation days, ~~holidays~~, or accumulated compensatory time to be used in place of sick leave for an employee who has exhausted his/her sick leave benefits.

~~(a.)~~ This provision is applicable to employees covered under 134.1 and 134.1.1 of this Article.

~~(b.)~~ Use of such time is subject to the same criteria for use of sick leave as described by Ordinance as cited above.

134.5 Leaves of absence without pay for medical reasons due to a non-duty related injury or illness may be granted to an employee who has exhausted all of his/her paid sick leave for a period of up to six (6) months upon written approval by the City.

134.6 Applications for a leave of absence for medical reasons without pay or an extension thereof must be made in writing to the Fire Chief with a copy to the Personnel Director and notice of such application to the Union President. The granting of such a leave of absence, and extension thereof, or the refusal of such a leave and the reasons therefore, must be in writing from the City. If granted, the City's response shall specify the length of the leave of absence and whether or not the applicant will be guaranteed a job at the scheduled expiration of said leave of absence.

134.7 Applications for leaves of absence for medical reasons must be accompanied by a doctor's statement indicating the reason necessitating such a leave and the approximate duration if known. An employee who is ready to return from a medical leave of absence must also submit to the Chief of the Fire Department a doctor's statement

that ~~he/she~~ they are physically and mentally able to resume ~~his/her~~ their normal duties.

134.8 If the employee has not been granted an extension of the leave of absence and does not report for work when scheduled to return from the leave of absence, the employee is considered to have quit. The Department shall send a registered letter to the employee stating that ~~he~~ they are considered to have terminated employment if no answer is received within five (5) working days of receipt of the letter.

134.9 If the employee's former position is not available, the employee shall be notified of the first available position of comparable classification for which the individual is qualified. Such notice shall be sent by registered mail by the Chief of the Fire Department to the employee's last known address, with a copy to the Union President. If the employee fails to report for work or otherwise respond to the Chief of the Fire Department within one (1) week from the date of receipt of the notification, or if the notification letter is returned unclaimed, the employee shall forfeit all reinstatement rights.

134.10 Under the terms and conditions of the parties' Memorandum of Agreement, dated April 1, 1999, the City shall provide mandatory payroll deduction for monthly premium costs of a disability insurance plan to be selected periodically and administered by the Union.

134.11 Employees may apply for ~~non-paid~~ Family Medical Leave ~~per the terms of City Ordinance 116761~~ in accordance with local, state and federal law.

134.12 An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

143.13- Industrial Insurance. In no circumstances will the amount paid to an employee entitled to Industrial Insurance payments exceed the employee's gross pay minus mandatory deductions.

134.13.1 Employees must meet the standards listed in Seattle Municipal Code (SMC) 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: 1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and Seattle Fire Department policies and procedures; 2) attend all treatments and meetings related to rehabilitation and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; 3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending

physician; 4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or the Seattle Fire Department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

134.13.2 The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) days after notification to the employee.

#### 13.14 LEOFF I Dependent Care Leave

Employees covered by this Agreement who are entitled to disability leave under State Statute RCW 41.26 (LEOFF I) will be provided a paid leave bank called "Dependent Care Leave" to use for dependent care.

The City authorizes the use of Dependent Care Leave to care for an eligible family member of the LEOFF 1 member who has an illness, injury, or health care appointment requiring the absence of the LEOFF I member from work, or when such absence is recommended by a health care professional. For purposed of Dependent Care Leave, "eligible family member" has the same meaning as provided in Seattle Municipal Code (SMC) 4.24.005(A); and "health care professional" has the same meaning as provided in Seattle Municipal Code (SMC) 4.24.005(B). Dependent Care Leave may not be used for any other purpose.

Effective January 1, 2009, at the beginning of each calendar year, each full-time LEOFF I member will accrue an additional forty-eight (48) hours of Dependent Care Leave to be added to the existing hours in his/her Dependent Care Leave bank. The annual accrual of Dependent Care Leave hours for part-time LEOFF I members will be prorated. Unused Dependent Care Leave hours will be carried over to the next calendar year. There is no cap or maximum limit on the number of hours a LEOFF I member may accumulate in his/her Dependent Care Leave bank. LEOFF I members who transfer to other City departments may not transfer any accumulated or unused Dependent Care Leave to the new position in the accepting department. LEOFF I members may not donate Dependent Care Leave hours to other members or City employees. Dependent Care Leave hours may not be cashed out or paid off upon retirement or at any other time.

#### 134.15 VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION (VEBA)

Effective January 1, 2014, the City will contribute \$50 per month to the VEBA specified by Local 2898 for employees covered by this Agreement who are not entitled to disability leave under State Statute RCW 41.26.

~~14.15.1 — The City agrees to initiate a competitive bid process for the administration of the VEBA program, during the term of this agreement.~~

ARTICLE 145 - JOINT LABOR MANAGEMENT  
AND JOINT SAFETY COMMITTEES

145.1 The Union and the City agree to maintain and actively engage in a Labor Management Relations Committee.

145.1.1 The Committee shall be composed of a balance of representation from represented employees which may be from any bargaining unit with employees assigned to the Fire Department and non-represented employees, which shall include the Director of Labor Relations or designee.

145.1.2 The Committee shall be co-chaired by a representative from labor and a representative from the Fire Department administration.

145.1.3 The purpose of the Committee is to deal with matters of general concern to employees and administrators of the Department. The Committee may engage in discussion concerning matters of a Collective Bargaining nature. However, any agreement that may change the interpretation or application of this Agreement shall be subject to the ratification processes of the parties.

145.1.4 Nothing in this Section shall be construed to limit, restrict, or reduce the management prerogatives outlined in this Agreement.

145.1.5 This Section shall not deny any employee his/herttheir rights granted under provisions of City, State and/or Federal Law.

145.2 The Union shall have one voting member on the Joint Safety Committee. The member shall be appointed by the President of Local 2898.

ARTICLE 156 - UNION BUSINESS

156.1 Employees who are Union officials (three officers who constitute the Union's Executive Board) shall be granted one shift or a portion thereof without loss of pay to conduct Union business if a replacement acceptable to the Chief of the Department or his/her designee is arranged for by the Union. The cost of such replacement shall be paid by the Union.

156.1.1 Such employees may be granted time off without pay to conduct Union business at the discretion of the Chief of the Fire Department.

156.1.2 All requests and arrangements for the time off shall be made by the Union official at least one shift prior to the proposed time off whenever possible.

156.1.3 In emergencies, the request may be submitted orally and later confirmed in writing. While working on shift, Union officials agree not to transact Union business that interferes with Department functions or normal routine. Upon written approval of the Chief, the Union President and/or his/her/their designee from the Union's Executive Board may be granted a reasonable amount of time off per year with pay to conduct official Union business, excluding all State legislative lobbying or activities. The Union will maintain a log of the actual time spent pursuing approved Union activities.

156.2 Union business may be conducted in the fire stations with permission of the Chief of the Department.

156.3 The Department will allow the Union use of bulletin board space in each station in a convenient location, which the Union may use for the posting of notices of official Union business. Material posted shall not refer to political matters nor to generally controversial subjects.

156.4 The City agrees not to restrict written communications between Local 2898 and its members if such written communication does not result in interference with the routine or the effectiveness of the station.

156.5 The Union agrees that any City property or facilities, including department apparatus, shall not be used for any non-duty related activities unless expressly approved by the Fire Chief or his/her designee in writing. Such requests may be made verbally and later confirmed in writing.

ARTICLE 167 - MANAGEMENT RIGHTS

167.1 Any and all rights concerned with the management and operation of the Department are exclusively that of the City unless otherwise provided by the terms of this Agreement. The City has the authority to adopt rules for the operation of the Department and conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement or with applicable law. The City has the right (among other actions) to discipline, temporarily lay off, or discharge employees for good cause, also to assign work and determine duties and performance standards of employees; to determine, establish and/or revise the method, processes and means of providing departmental services, to schedule hours of work; to determine the number of personnel to be assigned duty at any time; and to perform all other functions not otherwise expressly limited by this Agreement.

ARTICLE 178 - PRODUCTIVITY AND PERFORMANCE OF DUTY

178.1 Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform his/her/their assigned duties to the best of his/her/their ability during the term of this Agreement. The Union agrees that it will not condone or cause any strike, slowdown, mass sick call or any other form of work stoppage or interference to the normal operation of the Seattle Fire Department during the term of this Agreement.

178.2 Neither an employee nor the City will intentionally waive any provisions of this Agreement unless such waiver is mutually agreed upon by the Union and the City.

178.3 In accordance with Seattle Municipal Code (SMC) 4.64.010, as amended, it shall be a condition of employment that in the event there is made against an employee any claims and/or litigation arising from any conduct, acts or omissions of such employee in the scope and course of their City employment, the City Attorney of the City shall, at the request of the Chief and on behalf of said employee, investigate and defend such claims and/or litigation and, if a claim be deemed by the City Attorney a proper one or if judgment be rendered against such employee, said claim or judgment shall be paid by the City in accordance with procedures established by Ordinance 104526, as amended, for the settlement of claims and payment of judgments.

178.4 The parties recognize that delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance and interest to the City and Union and, as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties further recognize that work procedures and assignments or the introduction of any and all new, improved or automated methods or equipment to increase the productivity and performance of individual employee(s), company(s), and/or Department, may be established and/or revised as set forth in Article 167.

ARTICLE 189 - MEDICAL CARE, DENTAL CARE, VISION CARE AND LIFE INSURANCE

189.1 Medical Dental and Vision Care Programs - For employees covered by this Agreement who were hired before October 1, 1977 and are covered by State Statute RCW 41.26, the City will provide a medical, dental and vision care programs, as established by the City, for the dependents of eligible employees under conditions of the medical, dental and vision care contracts applicable to employees covered by this Agreement and which were in effect upon the effective date of this Agreement.

189.2 Medical, Dental and Vision Care Programs - For employees covered by this Agreement who are not covered by State Statute RCW 41.26 or who were hired on or after October 1, 1977, and who are not entitled to medical coverage under State Statute RCW 41.26, the City shall provide a medical, dental and vision care programs, as established by the City, for eligible employees and their eligible dependents under conditions of the medical, dental and vision contracts applicable to employees covered by this Agreement and which were in effect upon the effective date of this Agreement.

189.3 Effective July 1, 2013, the Employer shall contribute ninety percent (90%) and the employee shall contribute ten percent (10%) of the medical, dental and vision premiums for employees covered under the plans identified for “Most City Employees”.

189.4 The medical, dental and vision plans offered by the City do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement, but the medical/dental benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the medical, dental or vision benefits covered above and provide an alternative plan through another carrier. Benefit plan design changes will be accomplished through the Citywide Health Care Committee, however, any contemplated modification(s) to the medical or dental benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Union party to this Agreement.

18.5 The City, at its discretion, may provide, and later discontinue if it deems appropriate, any other medical care, dental care or vision care options.

189.6 Life Insurance - The City shall offer a voluntary Group Term Life Basic Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium refunds received by the City from the voluntary Group Term Life Basic Insurance option shall be administered as follows:

189.7 During the term of this Agreement, additional premium refunds shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of the employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.

189.7.1 Whenever the Group Term Life Insurance Fund contains substantial rebate monies earmarked pursuant to Section 189.7, the Union shall be notified along with the Unions representing other City employees. The City will negotiate whether the sixty percent (60%) rebate attributable to employee contributions will be used to help pay the employees' share of monthly premiums or for life insurance purposes otherwise negotiated.

18.8 Employees under the age of 65 who retire from City service shall be entitled to participate in the medical plans offered to active employees. The costs of the premiums for the plans shall be paid by the retirees. The retirees may elect to obtain coverage for their dependents at the time of retirement pursuant to the same terms and conditions as may active employees. The City will provide this option to retirees with tiered-rate premiums. Employee's age 65 and older may also participate in medical plans provided such coverage is available through a contracted insurance carrier.

189.9 There will be one enrollment period for retirees to select a particular medical option which will remain in effect until age 65 or after age 65 provided such coverage is available through the contracted insurance carrier. Retirees must elect coverage within thirty (30) days prior to retirement or no later than thirty (30) days after the end of COBRA coverage and can only enroll eligible family members who were enrolled on a City medical plan immediately prior to retirement. Retirees can later remove dependents, but cannot re-enroll them at a later date. However, a retiree's spouse or domestic partner may delay enrollment if they have coverage through another employer at the time the retiree is first eligible to enroll. When coverage is lost with that employer, the spouse or domestic partner shall provide proof of loss of coverage and enroll within thirty-one (31) days of loss of coverage. If a retiree declines coverage during the thirty (30) day initial enrollment period, ~~he/she~~they or ~~his/her~~their spouse, domestic partner or dependents cannot enroll at a later date. Any benefit changes to the medical and dental plans for active employees covered by this Agreement will automatically apply to the retiree plans.

189.10 The Department shall have the right to administer reasonable suspicion drug and alcohol testing, the terms of which have been negotiated pursuant to the parties' settlement agreement signed January 10, 2001.

ARTICLE 1920 - GENERAL CONDITIONS

2019.1 Employees covered by this Agreement shall be interviewed and/or counseled whenever possible prior to the submission of a transfer recommendation. When possible, they shall receive one (1) week written notice when their location of employment is being changed. In filling transfer vacancies, the City shall reasonably consider seniority, merit and ability, and employee wishes if an employee makes such wishes known to the Chief.

2019.2 The parties agree that Battalion Chief/~~Deputy Chief~~ assignments will be rotated on a regular basis as outlined in the Chief Rotation MOA dated ~~December 7, 2007~~ February 22, 2018, as amended by the parties.

~~20.2.1 For the duration of this agreement, either party may open negotiations on the rotation of Battalion and Deputy Chief assignments.~~

2019.3 Notwithstanding any provisions of this Agreement, the Chief of the Fire Department or ~~his/her~~their designees may meet privately with an employee(s) covered by this Agreement for purposes of counseling relative to grievances, discipline or any other personal or departmental problems.

2019.4 The City agrees to notify an employee a minimum of thirty (30) calendar days prior to lay-offs for any reason with the exception of disciplinary action or discharge for good cause shown.

2019.5 The rank of Fire Chief, Deputy is exempt from the jurisdiction of the Public Safety Civil Service Commission and the creation and maintenance of such a rank shall be at the sole discretion of the Employer. When such a rank exists, selection of employees for the rank of Fire Chief, Deputy shall be at the discretion of the Chief of the Fire Department.

2019.6 Written correspondence addressed to the Fire Chief shall be date stamped with a copy of the correspondence returned to the author. This stamp shall indicate that the correspondence has been reviewed by the Fire Chief, not ~~his or her~~their designee.

2019.7 Payroll Errors

A. \_\_\_\_-In the event the City determines that there has been an error in an employee's paycheck, an underpayment shall be corrected as soon as practical and upon written notice an overpayment shall be corrected as follows:

1. If the overpayment involved only one (1) paycheck or the amount of the overpayment is less than fifty dollars (\$50.00):

- a.- \_\_\_\_\_ By lump-sum payroll deduction; or
- b. \_\_\_\_\_ By lump-sum payment from the employee.

2.- \_\_\_\_\_ If the overpayment involved multiple paychecks and the amount of the overpayment exceeds fifty dollars (\$50.00):

- a. \_\_\_\_\_ By a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five (\$25.00) dollars per pay period; or
- b. \_\_\_\_\_ By a repayment schedule not to exceed thirteen (13) pay periods, with a minimum payroll deduction of not less than fifty dollars (\$50.00), if the employee does not agree to a repayment schedule.

3. \_\_\_\_\_ By other means, as may be mutually agreed between the City and the employee.

B. \_\_\_\_\_ -If an employee separates from City service before an overpayment is repaid, any amount due the City will be deducted from ~~his/her~~their final paycheck.

#### 2019.8 Meal Reimbursement While on Travel Status

An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

#### 2019.9 Ethics and Elections Commission

Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement and, as such, are not subject to the Grievance procedure contained within this Agreement. Records of any fines imposed, or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

In the event the employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

2019.10 Personnel File

Employees may examine their own personnel files and are entitled to a copy of anything contained therein, at the City's expense. Employees may also add to their own personnel files a written response to any document placed in their personnel files.

2019.11 Performance Appraisals

The Union recognizes the City's right to establish and/or revise performance appraisal systems.

2019.12 Social Media Policy

For the duration of this agreement, the parties will continue to negotiate a Social Media policy.

2019.13 Gender Workforce Equity

For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to ~~the~~ Gender/Workforce Equity efforts.

2019.14 Education Level Survey

The parties agree that the City may survey employees to determine education level during the term of the agreement.

ARTICLE 201 - PENSIONS

201.1 Pensions for employees and contributions to pension funds will be governed by the Washington State Statute in existence at the time.

ARTICLE 212 - SUBORDINATION OF AGREEMENT

212.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal Law, State Law, and the City Charter. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said Federal Law, State Law, or City Charter are paramount and shall prevail.

212.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement and except where, in the event of changes to the wages, hours or working condition of employees covered by this Agreement, bargaining is required by RCW 41.56.

ARTICLE 223 - SAVINGS CLAUSE

223.1 If any Article of this Agreement, or any Addenda hereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 234 - ENTIRE AGREEMENT

234.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and nothing shall add to or supersede any of its provisions, except by mutual written agreement.

234.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, the City and the Union for the duration of this Agreement, each voluntarily and unqualifiedly, agrees to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically governed by this Agreement, provided that Local 2898 does not waive its right to obligate the City to bargain with respect to any changes proposed by the City in the wages, hours, or working conditions of employees covered by this Agreement.

ARTICLE 245 - DURATION OF AGREEMENT

245.1 This Agreement shall become effective upon signing by the parties and shall remain in effect through December 31, ~~2018~~2021. Written notice of intent to amend or terminate must be served by the parties five (5) months prior to the submission of the City budget in the calendar year ~~2018~~2021 as stipulated in RCW 41.56.440.

245.2 At the appropriate time as described in Section 245.1 above, any contract changes desired by either party must be included in the opening letter and shall not be accepted at a later date unless mutually agreed upon by both parties.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20~~21~~17

SEATTLE FIRE CHIEFS ASSOCIATION,  
IAFF, LOCAL 2898

CITY OF SEATTLE  
Executed under the authority of  
Ordinance \_\_\_\_\_

\_\_\_\_\_  
Thomas Walsh, President

\_\_\_\_\_  
Jenny A. Durkan, Mayor

\_\_\_\_\_  
Debra Sutey, Secretary-Treasurer

\_\_\_\_\_  
Reba Gonzales, Vice-President

APPENDIX A

~~Salaries shall be as provided below:~~

A.1.1 Effective December ~~26, 2018-31, 2014~~, salaries shall be increased by ~~2.26.6~~% and shall be in accordance with the following schedule:

| <u>Classification</u> | <u>Start</u>        | <u>6 months</u>     | <u>18 months</u>    |
|-----------------------|---------------------|---------------------|---------------------|
| Fire Battalion Chief  | <del>\$11937</del>  | <del>\$12367</del>  | <del>\$12824</del>  |
|                       | <del>\$10,390</del> | <del>\$10,764</del> | <del>\$11,162</del> |
| Fire Chief, Deputy    | <del>\$13628</del>  | <del>\$14130</del>  | <del>\$14749</del>  |
|                       | <del>\$11,862</del> | <del>\$12,299</del> | <del>\$12,838</del> |

A.1.2 A fifteen percent (15%) salary differential rounded to the nearest dollar shall be maintained between the top salary steps of the Fire Battalion Chief and Deputy Fire Chief classifications.

A.1.3 Effective ~~January 7, 2009~~December 23, 2020, ~~employees holding the rank of~~ Battalion Chiefs assigned to administrative duties ~~shall are eligible to~~ receive a premium equivalent to ~~407.5~~% of ~~the top step of the Battalion Chief classification~~ while so assigned ~~in accordance with Article 6.1.4~~.

A.1.4 Effective December 23, 2020, employees holding the rank of Deputy Chief assigned to administrative duties are eligible to receive a premium equivalent to 7.5% of the top step of the Battalion Chief classification while so assigned as set forth in A.1.4.1 below.

A.1.4.1 Employees holding the rank of Deputy Chief assigned to administrative duties are eligible to receive the premium noted in A.1.4 above only upon assignment by the department of a Battalion Chief to administrative duties, and only while a Battalion Chief is so assigned by the department, with the date of eligibility being the same date as that of the Battalion Chief so assigned. In the event there is no longer any Battalion Chief assigned to administrative duties, Deputy Chiefs assigned to administrative duties shall no longer be eligible for and therefore shall not receive said premium.

A.1.5 Effective December ~~25, 2019-30, 2015~~, salaries shall be increased by ~~1.12.7~~% and shall be in accordance with the following schedule:

| <u>Classification</u> | <u>Start</u>        | <u>6 months</u>     | <u>18 months</u>    |
|-----------------------|---------------------|---------------------|---------------------|
| Fire Battalion Chief  | <del>\$12259</del>  | <del>\$12701</del>  | <del>\$13170</del>  |
|                       | <del>\$10,504</del> | <del>\$10,882</del> | <del>\$11,285</del> |
| Fire Chief, Deputy    | <del>\$13996</del>  | <del>\$14512</del>  | <del>\$15147</del>  |
|                       | <del>\$11,992</del> | <del>\$12,434</del> | <del>\$12,979</del> |

A.1.65 Effective ~~December 28, 2016~~ December 23, 2020, salaries shall be increased by ~~3.5%~~ and shall be in accordance with the following schedule. The wage rates for the Fire Battalion Chief, Admin and Fire Chief, Deputy, Admin classifications depicted below are inclusive of the applicable step and the 7.5% administrative assignment premium:

| <u>Classification</u>              | <u>Start</u>    | <u>6 months</u> | <u>18 months</u> |
|------------------------------------|-----------------|-----------------|------------------|
| <u>Fire Battalion Chief</u>        | <u>\$12627</u>  | <u>\$13082</u>  | <u>\$13565</u>   |
|                                    | <u>\$10,872</u> | <u>\$11,263</u> | <u>\$11,680</u>  |
| <u>Fire Battalion Chief, Admin</u> | <u>\$13644</u>  | <u>\$14099</u>  | <u>\$14582</u>   |
| <u>Fire Chief, Deputy</u>          | <u>\$14416</u>  | <u>\$14947</u>  | <u>\$15601</u>   |
|                                    | <u>\$12,412</u> | <u>\$12,869</u> | <u>\$13,433</u>  |
| <u>Fire Chief, Deputy, Admin</u>   | <u>\$15433</u>  | <u>\$15964</u>  | <u>\$16618</u>   |

~~A.1.6~~ Effective ~~December 27, 2017~~, the salaries enumerated in Appendix A, Section A.1.1 shall be increased by one hundred percent (100%) of the percentage increase in the Seattle Tacoma Bremerton Area Consumer Price Index for June 2017 over the same index for June 2016, provided however, said percentage increase shall not be less than one and one half percent (1.5%) nor shall it exceed four percent (4%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84) as published by the Bureau of Labor Statistics.

A.2.1 Effective December 22, 2021, the wage scale for the Fire Battalion Chief and Fire Chief, Deputy, classifications shall be reduced from 3 steps to 2 steps and shall be in accordance with the following schedule. The wage rates for the Fire Battalion Chief, Admin and Fire Chief, Deputy, Admin classifications depicted below are inclusive of the applicable step and the 7.5% administrative assignment premium:

| <u>Classification</u>              | <u>Start</u>   | <u>6 months</u> |
|------------------------------------|----------------|-----------------|
| <u>Fire Battalion Chief</u>        | <u>\$13082</u> | <u>\$13565</u>  |
| <u>Fire Battalion Chief, Admin</u> | <u>\$14099</u> | <u>\$14582</u>  |
| <u>Fire Chief, Deputy</u>          | <u>\$14947</u> | <u>\$15601</u>  |
| <u>Fire Chief, Deputy, Admin</u>   | <u>\$15964</u> | <u>\$16618</u>  |

~~A.2.2~~ Effective ~~December 26, 2018 through December 24, 2019~~, ~~Monthly~~ longevity premiums based upon the top pay step of ~~classification the~~ classification shall be added to the salaries in Section A.1.1, ~~A.1.4, A.1.5 and A.1.6~~ during the life of this Agreement in accordance with the ~~flowing following~~ schedule:

| <u>Length of Service</u>                      | <u>%</u> | <u>12/31/14</u> | <u>12/30/15</u> | <u>12/28/16</u> |
|---|----------|-----------------|-----------------|-----------------|
|   |          | <u>12/26/18</u> |                 |                 |
| • Completion of fifteen (15) years of service | 5%       | <u>\$641558</u> | <u>564</u>      | <u>584</u>      |

|   |     |                       |                  |                  |
|---|-----|-----------------------|------------------|------------------|
| • Completion of twenty (20) years of service      | 7%  | <del>\$898,781</del>  | <del>790</del>   | <del>818</del>   |
| • Completion of twenty-five (25) years of service | 10% | <del>\$1282,146</del> | <del>1,129</del> | <del>1,168</del> |
| • Completion of thirty (30) years of service      | 11% | <del>\$1411,228</del> | <del>1,241</del> | <del>1,285</del> |

A.2.3z Effective December 25, 2019, Section A.2.2 shall no longer be in effect and the following monthly longevity premiums based upon the top pay step of the Fire Battalion Chief classification shall be added to the salaries in Section A.1.5, A.1.6, and A.2.1 during the life of this Agreement in accordance with the following schedule:

| <u>Length of Service</u>                          | <u>%</u>           | <u>12/31/14</u><br><u>12/25/19</u> | <u>12/30/151</u><br><u>12/23/20</u> | <u>12/28/16</u>  |
|---|--------------------|------------------------------------|-------------------------------------|------------------|
| • Completion of fifteen (15) years of service     | 5%                 | <del>\$659,558</del>               | <del>\$678,564</del>                | <del>584</del>   |
| • Completion of twenty (20) years of service      | <del>8%</del> 7%   | <del>\$1054,781</del>              | <del>\$1085,790</del>               | <del>818</del>   |
| • Completion of twenty-five (25) years of service | <del>11%</del> 10% | <del>\$1449,146</del>              | <del>\$1492,142</del>               | <del>1,168</del> |
| • Completion of thirty (30) years of service      | <del>12%</del> 11% | <del>\$1580,128</del>              | <del>\$1628,124</del>               | <del>1,285</del> |

A.2.4 Longevity premiums shall be paid beginning with the first full pay period following the completion of the eligibility requirements. For the purpose of determining eligibility for longevity premiums, service shall be limited to time served in good standing as a uniformed member of the Seattle Fire Department.

A.3 All employees of the Seattle Fire Department shall be furnished a ~~pay check~~ paycheck stub which designates the hourly rate paid; in addition the pay check stub shall also outline deductions authorized by the employee or required by law.

## APPENDIX B - DEFERRED COMPENSATION

B.1 Beginning January 1, 2014, the City shall contribute 1.6% of the top step base salary of Battalion Chief to the City's deferred compensation program for all employees represented by Local 2898. The City's contribution shall be 1.6% regardless of whether or not the employee makes a voluntary contribution to the deferred compensation program. The parties agree that the payments made by the City to this program are not matching, and whether or not such payments should include the calculation for each employee's retirement benefit under RCW 41.16, RCW 41.18, RCW 41.18, RCW 41.20, RCW 41.26, or other public pension system shall be an issue of law about which the City shall take no position in any legal proceeding.

B.1.1 Beginning December 25, 2019, the City shall increase its contribution by 1% to a maximum contribution rate of 2.6% of the top step base salary of the Battalion Chief classification.



Legislation Text

File #: CB 120098, Version: 1

CITY OF SEATTLE

ORDINANCE \_\_\_\_\_

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

AN ORDINANCE relating to the Board of Park Commissioners; changing the name to the Board of Parks and Recreation Commissioners; requesting that the Code Reviser revise the Seattle Municipal Code accordingly; amending the Board’s composition and processes; authorizing an amendment to the Interlocal Agreement between The City of Seattle and the Seattle Park District; and amending Sections 3.26.010 and 3.26.030 of the Seattle Municipal Code.

WHEREAS, the Board of Park Commissioners was originally established in 1887, to oversee the City’s first park, and serves in its current form as established in 1968 by Ordinance 96453 as an advisory body to the City Council, Mayor, and Superintendent regarding Parks and Recreation policies for the planning, development, and use of the City’s park and recreation facilities; and

WHEREAS, on April 28, 2014, the Seattle City Council approved Ordinance 124468, which authorized the Mayor to sign an interlocal agreement formalizing the relationship between The City of Seattle and the Seattle Park District for implementation of park and recreation services and infrastructure in Seattle; and

WHEREAS, voters approved Proposition 1 on August 5, 2014, creating the Seattle Park District as authorized under chapter 35.61 RCW; and

WHEREAS, the interlocal agreement authorized by Ordinance 124468 establishes a Community Oversight Committee (Park District Oversight Committee) to provide oversight of the projects, programs and services undertaken jointly by the City and the Seattle Park District; and

WHEREAS, pursuant to Ordinance 125722 of the City and Resolution 24 of the District Board, the City and the Seattle Park District agreed to enter into that certain First Amendment to the Interlocal Agreement, (the “First Amendment”); and

WHEREAS, pursuant to Ordinance 126199 of the City and Resolution 36 of the District Board, the City and the Seattle Park District agreed to enter into a Second Amendment to the Interlocal Agreement (the “Second Amendment”); and

WHEREAS, members of the public have expressed confusion and frustration regarding the lack of clarity on whether they should engage with the Board of Park Commissioners, Park District Oversight Committee, or both on Seattle Parks and Recreation issues; and

WHEREAS, there is overlap of efforts in communicating information and discussions that occur in separate, parallel meetings of the two bodies; and

WHEREAS, a proposed combining of these two advisory boards has the support of the Board of Park Commissioners and Park District Oversight Committee; and

WHEREAS, Seattle Parks and Recreation and the City have benefited from the diverse membership of the Park District Oversight Committee that reflects of the communities Seattle Parks and Recreation serves through race and ethnicity, expertise, and geographic representation; and

WHEREAS; the Board of Park Commissioners wishes to update its name to reflect the fact that it acts in an advisory capacity on both parks and recreation matters; and

WHEREAS, combining the Park District Oversight Committee with the Board of Park Commissioners will enable Seattle Parks and Recreation to utilize the expertise and knowledge of community volunteers in a more efficient manner; and

WHEREAS, The City of Seattle and the Seattle Park District desire to amend and restate the original interlocal agreement in its entirety, together with all amendments; NOW, THEREFORE,

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

Section 1. Statement of intent. It is the intent of The City of Seattle that the Board of Park Commissioners and the Park District Oversight Committee are combined and that the Board of Park Commissioners assume the roles and responsibilities of the Park District Oversight Committee as specified in

section 4.4 of the interlocal agreement.

Section 2. Name. The Board of Park Commissioners is renamed “The Board of Parks and Recreation Commissioners.” This is the Board of Park Commissioners for the purposes of Article XI, Section 2 of the City Charter.

Section 3. The City Council requests that the Code Reviser, pursuant to the authority established by Seattle Municipal Code Section 1.03.030, revise the Seattle Municipal Code to replace references to "Board of Park Commissioners" with "Board of Parks and Recreation Commissioners."

Section 4. Section 3.26.010 of the Seattle Municipal Code, last amended by Ordinance 123803, is amended as follows:

**3.26.010 Board of Parks and Recreation Commissioners-Membership**

A. The Board of Parks and Recreation Commissioners is the Board of Park Commissioners for the purposes of Article XI, Section 2 of the City Charter.

B. The Board of Parks and Recreation Commissioners shall consist of ~~((nine members. Members in the positions numbered one, three, five and seven on the Board shall be appointed by the Mayor subject to confirmation by a majority of the City Members in positions numbered two, four, six, and eight on the Board shall be appointed by a majority vote of the City Council. The member in position number nine))~~ 15 members.

1. Seven members shall be individuals from each City Council district and nominated and appointed by the City Council.

2. Eight members shall be nominated by the Mayor subject to confirmation by a majority vote of the City Council.

a. Four members shall be at-large members.

b. Three other members shall be from existing City boards and commissions that have expressed an interest in serving on the Board. If a board or commission representative is not identified for a position, the Mayor shall nominate an at-large member for that position.

c. One member shall be a designated young adult position~~((, as defined in Section 3.51.020,))~~ pursuant to the Get Engaged~~((: City Boards and Commissions))~~ Program, Chapter 3.51. The Mayor and Parks Superintendent must make all reasonable and diligent efforts to appoint a Get Engaged ~~((, Chapter 3.51))~~ young adult to the Board. After a showing to the Board that all reasonable and diligent efforts have resulted in not obtaining a Get Engaged~~((, Chapter 3.51,))~~ young adult for ~~((position number nine,))~~ the position, the Mayor shall appoint any person to ~~((to position number nine))~~ the position subject to confirmation by a majority of the City Council.

C. The City will seek to appoint members with a diversity of expertise, experience, and perspectives including but not limited to parks management, public financing, economic development, land use, anti-displacement, urban horticulture, landscape architecture, art, contract management, social and human services, youth development, recreation, and the interests of Black, Indigenous, and People of Color (BIPOC) and other historically underserved communities.

D. Except for Get Engaged members, whose terms are governed by Chapter 3.51, ((Appointments for position numbers one through eight)) appointments shall be for three-year terms ending on ((March 31. If a Get Engaged, Chapter 3.51, young adult serves in position number nine, his or her term shall be for one year, pursuant to Section 3.51.040. If a member other than a Get Engaged, Chapter 3.51, young adult serves in position number nine, his or her term shall be for three years ending on March 31.)) the third anniversary of their appointment. No member shall serve more than two terms.

E. Any vacancy shall be filled ((for the unexpired term)) in the same manner as the original appointment ((for that term was made)). The term for the member filling a vacancy shall be three years. Members of the ((Park)) Board shall annually appoint one ((member)) or more members to serve as Chair(s) for a term of one year, ~~((beginning on April 1<sup>st</sup>))~~ pursuant to Board of Parks and Recreation Commissioners Operating Procedures. ~~((The Mayor may remove any Commissioner who was appointed by the Mayor for cause. The City Council may remove any Commissioner for cause by a majority public vote.))~~ A member whose term is ending

may continue on an interim basis as a member with voting rights until such time as a successor for that position has been appointed by the City Council or confirmed by the City Council.

Section 5. Section 3.26.030 of the Seattle Municipal Code, enacted by Ordinance 96453, is amended as follows:

**3.26.030 Board-Duties((-))**

The Board shall act in an advisory capacity to the Mayor, City Council, Department of Parks and Recreation, and other City departments in respect to park and recreation matters and in furtherance thereof shall have the following specific responsibilities:

A. To consult with and make recommendations to the Superintendent of Parks and Recreation and other City departments and officials with regard to the development and amendment from time to time of the City's parks and recreation comprehensive plan and capital improvement program;

B. To consult with and make recommendations to the Superintendent of Parks and Recreation regarding policies for the planning, development, and implementation of policy concerning the City's recreation program;

C. To consult with and make recommendations to the Superintendent of Parks and Recreation regarding policies for the planning, development, and use of all of the City's park and recreation facilities;

D. To consult with the Superintendent of Parks and Recreation on matters pertaining to the proposed annual budget of the Park and Recreation Department during the period of its preparation and from time to time thereafter;

E. To hold public meetings from time to time in various parts of the City for the purpose of reviewing park and recreation programs and objectives with citizen groups and the community at large. A major objective of the Board shall be to develop public interest in the activities of the Park and Recreation Department and to solicit, to the fullest extent, participation of community groups, the general public, and public and private agencies;

F. To make recommendations on the acceptance of gifts and bequests to the City's Park and Recreation

System;

G. To meet from time to time with local, regional, and national park and recreation agencies and, when possible, attend park and recreation meetings and seminars in order to keep informed of new trends in policy, programs and park facilities' development; and

H. To provide advice to the Mayor, City Council, and Superintendent of Parks and Recreation, and to provide oversight of the projects, programs, and services undertaken jointly by the City and the Seattle Park District, pursuant to the interlocal agreement between The City of Seattle and the Seattle Park District.

Section 6. Amendment to interlocal agreement authorized. The Mayor is authorized to execute and deliver, on behalf of The City of Seattle, an amendment to the interlocal agreement between The City of Seattle and the Seattle Park District (the “Third Amendment”), set out as Attachment 1 to this ordinance.

Section 7. Amended and restated interlocal agreement authorized. The Mayor is authorized to execute and deliver, on behalf of The City of Seattle, the interlocal agreement as amended by Ordinance 125722, Ordinance 126199, and this ordinance (“Amended and Restated Interlocal Agreement”) set out as Attachment 2 to this ordinance.

Section 8. 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 \_\_\_\_\_, 2021, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

Jenny A. Durkan, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

Monica Martinez Simmons, City Clerk

(Seal)

**Attachments:**

Attachment 1 - Third Amendment to Interlocal Agreement between The City of Seattle, Washington, and the Seattle Park District

Attachment 2 - Amended and Restated Interlocal Agreement between The City of Seattle, Washington, and the Seattle Park District

**THIRD AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF SEATTLE, WASHINGTON, AND THE SEATTLE PARK DISTRICT**

This Amendment is made between The City of Seattle, Washington (the “City”), a first-class city organized under the laws of the State of Washington, and the Seattle Park District, a municipal corporation organized under chapter 35.61 RCW and the laws of the state of Washington, amending the Interlocal Agreement executed October 30, 2014.

WHEREAS, on April 28, 2014, the Seattle City Council approved Ordinance 124468, which authorized the Mayor to sign an interlocal agreement formalizing the relationship between The City of Seattle and the Seattle Park District for implementation of park and recreation services and infrastructure in Seattle; and

WHEREAS, voters approved Proposition 1 on August 5, 2014, creating the Seattle Park District as permitted under chapter 35.61 RCW; and

WHEREAS, The City of Seattle and the Seattle Park District desire to amend the interlocal agreement authorized by Ordinance 124468 to combine the Board of Park Commissioners with the Park District Oversight Committee; and

WHEREAS, by the Ordinance of the City introduced as Council Bill \_\_\_\_\_, the Mayor is authorized to execute this Amendment on behalf of the City; and

WHEREAS, by Resolution 43 of the Board of Commissioners of the Seattle Park District (“District Board”), the President of the District Board is authorized to execute this Amendment on behalf of the Seattle Park District; NOW, THEREFORE,

The City and the Seattle Park District agree to amend the Interlocal Agreement as follows:

- 1. Other Agreements.** Section 4.3, Six-Year Planning Cycles, is amended by removing stricken language adding the underlined language to read in its entirety as follows:

4.3 ~~Six-Year Planning~~ Funding Cycles. The City and the Seattle Park District agree to engage in ~~planning~~ funding activities on a six-year cycle. For each six-year cycle, beginning with the cycle that includes 2021 through 2026, the Superintendent of Parks and Recreation, City Council and the Mayor will consider the recommendations of the Board of Parks and Recreation Commissioners, ~~Community Oversight Committee~~, upon conclusion of a public process, and will recommend to the District Board an updated list of Seattle Park District funded projects, programs and services including projected costs, as part of the budget process. The Park District Board may delay the start of a new six-year ~~planning~~ funding cycle by one year by resolution with a 3/4 vote in the event of a natural disaster, exigent economic circumstances, or other emergency as determined by the Park District Board and instead approve an interim annual budget for the Seattle Park District consistent with the process outlined in Section 4.2 of this Agreement. The decision to delay the start of the six-year ~~planning~~ funding cycle may be renewed on an annual basis by resolution with a 3/4 vote in the event that

the Park District Board determines that the natural disaster, exigent economic circumstances, or other emergency is continuing. For the purposes of this subsection, “3/4 vote” in this context shall mean a 3/4 vote of all Board Members who are available to participate in the Board Meeting and are capable of performing the duties of the office. Equitable distribution of services among Seattle’s various peoples and neighborhoods, including addressing historical and developing gaps in access for low-income and communities of color, will be considered in developing each update.

**2. Other Agreements.** Section 4.4, Community Oversight Committee, is amended by removing stricken language adding the underlined language to read in its entirety as follows:

4.4. ~~Community Oversight Committee~~ Board of Parks and Recreation Commissioners. ~~In addition to t~~The community based Park Board of Parks and Recreation Commissioners, which advises the City pursuant to chapter 3.26 of the Seattle Municipal Code, ~~a Community Oversight Committee (“Oversight Committee”)~~ shall be ~~formed~~ tasked to provide advice to the Mayor, City Council, and Superintendent of Parks and Recreation, and to provide oversight of the projects, programs and services undertaken jointly by the City and the Seattle Park District, pursuant to this Agreement, ~~as follows including:~~

~~A. The Oversight Committee shall have 15 members: 4 Park Board members; 7 members, one from each Council district; and 4 additional members to be considered for appointment based on recommendations from City commissions, including the Immigrant and Refugee Commission, the Commission for People with Disabilities, the Human Rights Commission, the Seattle Lesbian Gay Bisexual Transgender Commission, and the Women’s Commission. All member appointments are to be confirmed by the City Council. The Mayor shall appoint the Chair of the Oversight Committee.~~

~~B. The City will seek to appoint Oversight Committee members with a diversity of expertise, and perspectives including but not limited to parks management, public financing, urban horticulture, landscape architecture, contract management, and the interests of low income and communities of color.~~

~~C. Oversight Committee terms for Park Board members will coincide with their Park Board terms. The 11 other members will serve 3 year terms that begin in April. The initial terms for these seats shall be staggered, so that 4 members serve a one year term, 4 members serve a 2 year term, and the 3 remaining members serve a 3 year term.~~

~~D. The Oversight Committee will advise on spending and activities including:~~

- ~~1.A.~~ Establish a ~~Major Projects Challenge Funds~~ community response fund application process and evaluation criteria, and make recommendations to the Superintendent of Parks and Recreation (“Superintendent”) on the ~~annual~~ allocation of the fund. ~~Major Projects Challenge Fund~~.
- ~~2.B.~~ Reviewing an annual report prepared by DPR for the Seattle Park District and the City, including assessment of performance measures and expenditure of District funds including interest earnings, and reporting to the Superintendent and Park Board on implementation issues, concerns and needed adjustments in services or spending.
- ~~3.C.~~ Holding public meetings and making recommendations to the Superintendent in connection with each 6-year update to the ~~spending~~ funding plan.
- ~~4.D.~~ Provide to the Mayor, City Council, and Superintendent of Parks and Recreation an annual report on the progress of expenditures, a ~~mid-term~~ report on lessons learned 4 years half-way through each 6-year period to inform the planning process for the next 6-year cycle, and a final report ~~in advance of~~ documenting accomplishments in each 6-year period within one year of the conclusion of each cycle. The annual report for the final year of each 6-year period will be included in this 6-year reflective report. ~~update to the spending plan.~~

**2. Integration.** This Amendment culminates negotiations and discussions between The City of Seattle and the Seattle Park District concerning the amendment of the Interlocal Agreement, and supersedes all prior agreements, statements, and intentions with respect to the amendment of the Interlocal Agreement. This Amendment may be executed in two counterparts, one for each of the parties, each of which shall be deemed to be an original, and the same instrument. Except as expressly set forth in this Amendment, the Interlocal Agreement as previously adopted and amended remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SEATTLE PARK DISTRICT

\_\_\_\_\_  
Debora Juarez, District Board President

\_\_\_\_\_  
Date

Pursuant to Resolution 43

THE CITY OF SEATTLE

---

Mayor Jenny A. Durkan

---

Date

Pursuant to the authority of the Ordinance introduced as Council Bill \_\_\_\_\_

**AN AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATTLE, WASHINGTON, AND THE SEATTLE PARK DISTRICT**

This amended and restated Agreement between the City of Seattle, Washington (the “City”), a first class city organized under the laws of the State of Washington, and the Seattle Park District (the “Seattle Park District”), a municipal corporation organized under chapter 35.61 RCW and the laws of the state of Washington, is dated as of this \_\_\_\_ day of \_\_\_\_, 2021.

WHEREAS, the City passed Ordinances 124467 and 124468 proposing formation of a metropolitan park district, with the intent to cooperate with such a district to provide ongoing and stable funding to maintain, operate and improve parks, community centers, pools and other recreation facilities and programs, and to implement elements of the Seattle Parks Legacy Plan and other planning documents; and

WHEREAS, the formation of the Seattle Park District was placed before the voters at an election held on August 5, 2014 and was formed immediately upon certification of the election results, pursuant to RCW 35.61.040, possessing all powers available to a metropolitan park district under state law; and

WHEREAS, the City and the Seattle Park District are each authorized by RCW 67.20.010 and other state law to act independently or jointly to maintain, operate and improve parks, community centers, pools and other recreational facilities; and

WHEREAS, Article XI of the City Charter vests in the Seattle Department of Parks and Recreation the responsibility for the management and control of the park and recreation system of the City; and

WHEREAS, pursuant to Ordinance 124468 of the City and Resolution 1 of the Board of Commissioners of the Seattle Park District (the “District Board”), the City and the Seattle Park District entered into that certain Interlocal Agreement, dated as of October 30, 2014, in order to provide ongoing and stable funding to maintain, operate and improve parks, community centers, pools and other recreation facilities and programs, and to implement elements of the Seattle Parks Legacy Plan and other planning documents; and

WHEREAS, pursuant to Ordinance 125722 of the City and Resolution 24 of the District Board, the City and the Seattle Park District agreed to enter into that certain First Amendment to the Interlocal Agreement, (the “First Amendment”); and

WHEREAS, pursuant to Ordinance 126199 of the City and Resolution 36 of the District Board, the City and the Seattle Park District agreed to enter into that certain Second Amendment to the Interlocal Agreement, (the “Second Amendment”); and

WHEREAS, pursuant to the Ordinance of the City introduced as Council Bill \_\_\_\_\_ and Resolution 43 of the District Board, the City and the Seattle Park District agreed to enter into that certain Third Amendment to the Interlocal Agreement, (the “Third Amendment”, and together with the First Amendment and the Second Amendment, the “Amendments”); and

WHEREAS, by the Ordinance of the City introduced as Council Bill \_\_\_\_\_, the Mayor is authorized to execute this amended and restated Agreement on behalf of the City; and

WHEREAS, by Resolution 43 of the Board of Commissioners of the Seattle Park District (the “District Board”), the President of the District Board is authorized to execute this amended and restated Agreement on behalf of the Seattle Park District;

WHEREAS, the City and the Seattle Park District desire to amend and restate the Original Agreement in its entirety, together with all Amendments; NOW, THEREFORE,

The City and the Seattle Park District agree as follows:

1. Purpose and Interpretation. The City and the Seattle Park District are each, independently and acting jointly, empowered to maintain, operate and improve parks, community centers, pools, and other recreation facilities and programs. The purpose of this amended and restated Agreement is to make the most efficient use of public funds, avoid duplication of effort, and coordinate efforts.
2. Obligations of the Seattle Park District. The Seattle Park District agrees as follows:
  - 2.1 Governance. The Seattle Park District Board of Commissioners (“District Board”) shall conduct its business in accordance with state law, as necessary in order to review, consider and approve the annual budget for the Seattle Park District, including the levy of property taxes, and to participate in the planning and budgeting process set forth in Section 4 of this Agreement. The District Board will waive any additional compensation available under RCW 35.61.150.
  - 2.2 Staffing. The Seattle Park District shall not hire its own staff and shall not contract for the implementation of projects, programs or services with any person other than the City. The City shall provide the staff and other resources to implement the projects, programs and services identified in the adopted Seattle Park District budget. City staff supported with Seattle Park District funds shall remain City employees subject to applicable labor contracts. If public works, or other projects and activities need outside contracts to complete the work, the City will enter into those contracts using City contracting procedures. Nothing in this section affects the authority of the City to implement projects, programs or services funded by the Seattle Park District as it deems appropriate.
  - 2.3 Finance. The Seattle Park District shall levy property taxes annually under RCW 35.61.210, within applicable statutory and constitutional rate and amount limitations, in amounts sufficient, together with any other available funds, to provide for the payment to the City of amounts set forth in its annual budget adopted in accordance with Section 4 of this Agreement. The Seattle Park District will levy only the amount necessary to fund its budget adopted in accordance with the procedures under section 4.2 below. The Seattle Park District further agrees that if it receives revenues from taxes or any other source, excluding interest

earnings derived from Seattle Park District Revenues, in excess of the amounts needed to fund its obligations to the City (revenues in excess of appropriations), such money will be used to reduce tax revenues collected in the following year's levy.

2.4 Ex Officio Treasurer. The Seattle Park District shall take such actions as are necessary under RCW 35.61.180 to appoint the City Director of Finance to serve as *ex officio* Treasurer for the Seattle Park District.

3. Undertakings of the City. The City agrees as follows:

3.1 Duty to Provide Facilities and Services. The City shall maintain, operate and improve its parks, community centers, pools and other recreation facilities (including, without limitation, open spaces, zoo and aquarium facilities), and shall provide recreational programs, on behalf of itself acting in conjunction with the Seattle Park District. The City agrees to participate in the budgeting and planning processes described in Section 4 of this Agreement and to apply any funds received by it from the Seattle Park District, solely as set forth in the Seattle Park District's adopted budget.

3.2 Park Employees. The City shall provide the staff and other resources to implement the projects, programs and services identified in the adopted Seattle Park District budget. The City shall provide necessary related support to the Seattle Park District, including without limitation, administrative staffing, legislative staffing, treasury management services, legal services, subcontracts, and similar support. The Seattle Park District shall not contract for the implementation of projects, programs or services with any person other than the City. Nothing in this section affects the authority of the City to implement projects, programs or services funded by the Seattle Park District as it deems appropriate.

The reasonable costs of such staffing and support shall be reported to the Seattle Park District at least annually and may be included as part of the Seattle Park District annual budget.

3.3 Finance. The City shall include in its annual budget General Subfund revenues to support the Department of Parks and Recreation ("DPR") projects, programs and services in amounts necessary to meet or exceed the minimum funding described in this paragraph. The 2014 Adopted Budget for DPR includes \$89 million of General Subfund revenues which will be the baseline for allocating General Subfund revenues to DPR, adjusted annually by the annual percent change (July to July) in the Consumer Price Index (CPI-U) for Seattle ("CPI"), unless the City Council by resolution with a ¾ vote determines that a natural disaster or exigent economic circumstances prevent the Council from maintaining this level of General Subfund support. The City shall continue to allocate all revenues dedicated by Article XI, section 3 of the City Charter to the operation and maintenance of the park and recreation system. The Council will approve

DPR's budget and provide oversight in accordance with the City's normal budget processes and Section 4 of this Agreement. The City shall keep such books and records as are necessary to ensure the proper expenditure of all funds received by it for parks and recreation purposes, in accordance with this Agreement, state law and City ordinances.

3.4 Ex Officio Treasurer. The City Director of Finance agrees to accept appointment as *ex officio* Treasurer for the Seattle Park District in accordance with RCW 35.61.180. In such capacity, the City Director of Finance shall maintain financial records on behalf of the Seattle Park District, kept in accordance with applicable generally accepted accounting principles and other applicable governmental accounting requirements.

3.5 Compliance with Other Law. In providing services pursuant to this Agreement, the City shall in all respects abide by all applicable federal, state and local requirements, including without limitation those regarding contracting, labor relations, minimum and prevailing wage, open public meetings, public records, ethics, and nondiscrimination.

4. Other Agreements. In addition the Seattle Park District and the City agree as follows:

4.1 Ownership and Disposal of Assets. All park and recreation land, facilities, and equipment that are maintained, acquired, improved or otherwise used in connection with this Agreement are and shall remain the property of the City. No joint property ownership is contemplated under the terms of this Agreement. Sale of City-owned park land or facilities remain subject to the restrictions contained in City Ordinance 118477, which adopted Initiative 42.

4.2 The Budget Process.

A. Annual Seattle Park District Budget Request. The Mayor will direct the development and implementation of DPR's budgets and work programs, which will include tasks performed on behalf of both the City and the Seattle Park District. The City will continue to provide funding for park purposes consistent with Section 3.3 of this Agreement and Article XI of the City Charter. In conjunction with its own budget process, the City shall prepare an annual budget request for Seattle Park District funding, to be presented to the District Board. The budget request shall include an annual proposed project list and budget for expenditure of Seattle Park District revenues. The budget shall be accompanied by an annual report that documents the status of the park and recreation projects, programs and services undertaken pursuant to this Agreement, and describes how Seattle's various peoples and neighborhoods have been equitably served by the projects, programs, and services. Each budget request shall be consistent with the then-current 6-year plan, as described in Section 4.3.

B. The Seattle Park District. Using the budget request submitted by the City, the District Board will annually review and approve a final Seattle Park District budget. Each annual budget shall make appropriations sufficient to fund a plan adopted through the 6-year funding process described in Section 4.3.

4.3 Six-Year Funding Cycles. The City and the Seattle Park District agree to engage in funding activities on a six-year cycle. For each six-year cycle, beginning with the cycle that includes 2021 through 2026, the Superintendent of Parks and Recreation, City Council and the Mayor will consider the recommendations of the Board of Parks and Recreation Commissioners, upon conclusion of a public process, and will recommend to the District Board an updated list of Seattle Park District funded projects, programs and services including projected costs, as part of the budget process. The Park District Board may delay the start of a new six-year funding cycle by one year by resolution with a 3/4 vote in the event of a natural disaster, exigent economic circumstances, or other emergency as determined by the Park District Board and instead approve an interim annual budget for the Seattle Park District consistent with the process outlined in Section 4.2 of this Agreement. The decision to delay the start of the six-year funding cycle may be renewed on an annual basis by resolution with a 3/4 vote in the event that the Park District Board determines that the natural disaster, exigent economic circumstances, or other emergency is continuing. For the purposes of this subsection, “3/4 vote” in this context shall mean a 3/4 vote of all Board Members who are available to participate in the Board Meeting and are capable of performing the duties of the office. Equitable distribution of services among Seattle’s various peoples and neighborhoods, including addressing historical and developing gaps in access for low-income and communities of color, will be considered in developing each update.

4.4 Board of Parks and Recreation Commissioners. The community based Board of Parks and Recreation Commissioners, which advises the City pursuant to chapter 3.26 of the Seattle Municipal Code shall be tasked to provide advice to the Mayor, City Council, and Superintendent of Parks and Recreation, and to provide oversight of the projects, programs and services undertaken jointly by the City and the Seattle Park District, pursuant to this Agreement, including:

- A. Establish a community response fund application process and evaluation criteria, and make recommendations to the Superintendent of Parks and Recreation (“Superintendent”) on the allocation of the fund.
- B. Review an annual report prepared by DPR for the Seattle Park District and the City, including assessment of performance measures and expenditure of District funds including interest earnings, and reporting to the Superintendent and Park Board on implementation issues, concerns and needed adjustments in services or spending.
- C. Hold-public meetings and making recommendations to the Superintendent in connection with each 6-year update to the funding plan.

D. Provide to the Mayor, City Council, and Superintendent of Parks and Recreation an annual report on the progress of expenditures, a report on lessons learned 4 years through each 6-year period to inform the planning process for the next 6-year cycle, and a final report documenting accomplishments in each 6-year period within one year of the conclusion of each cycle. The annual report for the final year of each 6-year period will be included in this 6-year reflective report.

5. Condemnation and other Exercise of Governmental Powers. The Seattle Park District shall not exercise condemnation powers within the City of Seattle. If condemnation of property is required for Seattle Park District purposes, the City may exercise condemnation powers on the Seattle Park District's behalf. The Seattle Park District shall form no local improvement district within the City. If formation of a local improvement district is required for Seattle Park District purposes, the City may carry out the formation and may levy and collect of assessments on the Seattle Park District's behalf.

6. Termination and Dissolution. This agreement shall terminate or expire as follows:

6.1 This agreement may be terminated by either party upon the provision of one hundred and eighty (180) calendar days' notice. A final reconciliation of costs, payment, and a current report of completed activities shall be completed by the City within such period following the notice by either party.

6.2 Unless earlier terminated by either party, this agreement shall expire on the date when the Seattle Park District is dissolved in accordance with provisions of chapter 35.61 RCW, as the same exists or is hereafter amended. Upon dissolution of the Seattle Park District, it is the intent of the parties that all assets be turned over to the City.

7. Severability. In the event that any provision of this agreement is held to be in conflict with existing state statute or any future amendment thereof, such provisions shall be severable, and the remaining provisions of this agreement shall remain in full force and effect.

8. Integration. This Agreement embodies the entire agreement between the City and the Seattle Park District with respect of the transactions contemplated in this Agreement and supersedes all prior agreements, statements, and intentions with respect to the subject matter herein, including, without limitation, the Original Agreement. This Amendment may be executed in two counterparts, one for each of the parties, each of which shall be deemed to be an original, and the same instrument.

9. Effective Date. This agreement shall be effective upon the date first set forth above.

IN WITNESS WHEREOF, the parties have executed this amended and restated agreement on the date first written above.

SEATTLE PARK DISTRICT

\_\_\_\_\_  
Debora Juarez, Chair of the Board

\_\_\_\_\_  
Date

CITY OF SEATTLE

\_\_\_\_\_  
Mayor Jenny A. Durkan

\_\_\_\_\_  
Date

## SUMMARY and FISCAL NOTE\*

| <b>Department:</b>           | <b>Dept. Contact/Phone:</b> | <b>CBO Contact/Phone:</b> |
|------------------------------|-----------------------------|---------------------------|
| Seattle Parks and Recreation | Paula Hoff 615-0368         | Anna Hurst 733-9317       |

*\* 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 the Board of Park Commissioners; changing the name to the Board of Parks and Recreation Commissioners; requesting that the Code Reviser revise the Seattle Municipal Code accordingly; amending the Board’s composition and processes; authorizing an amendment to the Interlocal Agreement between The City of Seattle and the Seattle Park District; and amending Sections 3.26.010 and 3.26.030 of the Seattle Municipal Code.

**Summary and background of the Legislation:** In order to more efficiently utilize the time, knowledge, and expertise of community volunteers and address concerns about ambiguity and overlap between the Board of Park Commissioners (Park Board) and Park District Oversight Committee (PDOC), the co-chairs requested that SPR consider options for combining the two entities.

The Board of Park Commissioners was established in 1887 and was reconstituted as an advisory board in 1967 to advise the Superintendent and elected officials on Seattle Parks and Recreation planning, development, and use policies citywide.

Almost since the inception of the PDOC, members of the Park Board and PDOC have requested clarity of roles to help eliminate redundancy in scope of work, improve the sharing of information, and provide clarity to community members about their respective roles so they can be effective in their participation (for example, when to provide testimony at the Park Board versus PDOC).

This legislation combines the Board of Park Commissioners and PDOC to improve public accountability, diversity of representation, utilization of the expertise and knowledge of community volunteers in an efficient manner and to create a sustainable staffing model. Combining these two advisory bodies will allow them to consider resources in the full context of SPR’s overall funding, policies, and needs. The new combined board will retain the representative 15-member structure of the Park District Oversight Committee, and this body will be responsible for the traditional duties of the Park Board and oversight of programs, policies, and reporting specific to the Seattle Park District. It also renames the combined board to the Board of Parks and Recreation Commissioners.

### **2. CAPITAL IMPROVEMENT PROGRAM**

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

### 3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget?    \_\_\_ Yes \_\_\_X\_\_\_ 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, not applicable.

Is there financial cost or other impacts of *not* implementing the legislation?

No, not applicable.

### 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?

The Board of Park Commissioners and the Park District Oversight Committee play a crucial role in providing advocacy and guidance on SPR policies, programs, and projects. Expanding the composition and membership of the Boards, through consolidation, will allow for broader representation of the communities we serve.

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).**

This legislation does not include any new initiatives or programmatic expansions; it is combining two existing volunteer community advisory boards to increase efficiency and clarify roles and responsibilities.

**List attachments/exhibits below:**



Legislation Text

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**File #:** Appt 01951, **Version:** 1

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Appointment of Jeffery L. Winmill as member, Seattle Ethics and Elections Commission, for a term to December 31, 2023.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

|   |  |   |
|---|--|---|
| <b>Appointee Name:</b><br>Jeffery L. Winmill  |  |   |
| <b>Board/Commission Name:</b><br>Seattle Ethics and Elections Commission  |  | <b>Position Title:</b><br>Member        |
| <input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment   | <b>City Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                   |   |
| <b>Appointing Authority:</b><br><input checked="" type="checkbox"/> City Council<br><input type="checkbox"/> Mayor<br><input type="checkbox"/> Other: <i>Fill in appointing authority</i>   | <b>Term of Position: *</b><br>1/1/2021<br>to<br>12/31/2023<br><br><input type="checkbox"/> Serving remaining term of a vacant position |   |
| <b>Residential Neighborhood:</b><br>Madison Valley // District 3  | <b>Zip Code:</b><br>98112  | <b>Contact Phone No.:</b><br>[REDACTED] |
| <b>Background:</b><br><i>Jeff Winmill brings a granular understanding of elections policy, insight into state and local elections administration, and over fifteen years' experience working on political campaigns. He is passionate about ensuring Seattle's elections are open to all—and particularly to communities of color and other historically underrepresented groups. Jeff previously served as the Director of Voter Protection for the Washington State Democratic Party in 2018—and as a voter protection attorney in Colorado in 2016—he has managed voter protection efforts in forty-one jurisdictions. Through this work, Jeff has worked directly with state and county election officials on pressing election law issues, including automatic voter registration, vote-by-mail, signature verification standards, ballot curing, ballot harvesting, voter roll management, pre-paid postage, drop-box placement, ballot design, and voting rights restoration. He has served on multiple campaigns at the local, state, and national level.</i> |  |   |
| <b>Authorizing Signature (original signature):</b><br>   | <b>Appointing Signatory:</b><br>M. Lorena González<br>Seattle City Council President   |   |
| <b>Date Signed (appointed):</b><br>06.09.2021   |  |   |

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

**PROFESSIONAL EXPERIENCE**

ATTORNEY AND SENIOR POLICY ADVISOR

Seattle, WA

*Attorney and Senior Policy Advisor (Contract)*

January 2020 – Present

- Regulatory Counsel, California Cities  
*Advise California cities on municipal law issues and compliance with state environmental, tax, and land-use laws*
- Senior Policy Advisor, Gael Tarleton for Secretary of State  
*Advise candidate on election law, legislation, and policy matters*
- Asylum Counsel, Telleria, Telleria & Levy, LLP  
*Represent asylum applicants in hearings before U.S. Department of Homeland Security*
- Contract Attorney, Smith & Hennessey, PLLC  
*Provide legal research and analysis in \$100 million contract dispute in Washington State*

WINMILL FOR SECRETARY OF STATE

Seattle, WA

*Candidate*

June 2019 – January 2020

- Led a team of five and raised over sixty thousand dollars in political campaign for Washington's Secretary of State

K&L GATES LLP

Seattle, WA

*Electronic Discovery Attorney*

December 2018 – June 2019

- Conducted complex discovery and risk analysis under a variety of statutes, including the Foreign Corrupt Practices Act and state campaign finance laws

WASHINGTON DEMOCRATIC PARTY

Seattle, WA

*Director of Voter Protection/Legal Counsel*

August 2018 – December 2018

- Chief attorney for Washington Democratic Party during 2018 mid-term elections
- Managed outside counsel, advised local and congressional candidates on election law, and oversaw two legislative recounts before county election officials

ONEENERGY RENEWABLES, LLC

Seattle, WA

*Contract Attorney*

June 2018 – August 2018

- Conducted due diligence assessment of 83 solar lease and easement agreements
- Authored company's *pro forma* option, lease, and purchase contracts
- Advised company on legal and commercial risks in contract negotiations

VAN NESS FELDMAN LLP

Washington, DC

*Associate Attorney*

November 2008 – February 2018

- Provided legal and strategic advice to public and private sector clients concerning regulatory compliance, energy transactions, project due diligence, and administrative rulemakings
- Lead associate attorney in: Thirteen-state dispute concerning \$4.1 billion in regional transmission grid project costs; due diligence review of \$1.2 billion and \$343 million loan guarantees for California transmission projects; renegotiation of power purchase agreement regarding \$25 million in pension and other post-employment benefit costs; and numerous proceedings before the Federal Energy Regulatory Commission governing wind, solar and transmission development

PERKINS COIE LLP

Boise, ID

*Summer Associate*

June 2007 – August 2007

- Authored numerous legal memoranda for litigation and transactional practice groups

CHAMBERS OF U.S. DISTRICT JUDGE JAMES ROBERTSON

Washington, DC

*Legal Extern*

June 2006 – December 2006

- Authored drafts of numerous judicial opinions, jury instructions, and bench memoranda

OFFICE OF SENATE MINORITY LEADER HARRY REID

Washington, DC

*Staff Assistant*

March 2005 – September 2005

- Provided administrative support to over 100 individuals in Senate Minority Leader's office
- Conveyed Minority Leader's policy positions to hundreds of constituents

## **OTHER EXPERIENCE**

WHITE HOUSE

Hanoi, Vietnam; Antalya, Turkey

*Senior Advance Associate*

September 2015 - May 2016

- Advanced President Obama and U.S. Delegation at the 2015 G20 Summit in Turkey and the 2016 state visit to Vietnam
- Negotiated President Obama's schedule and press access issues with counterparts from the Turkish and Vietnamese Ministries of Foreign Affairs and chief executive offices
- Oversaw all logistics for President Obama's bilateral meetings with Vietnamese, Turkish and Saudi heads of state, and multilateral meeting with French, Italian, German, and British heads of state

OBAMA FOR AMERICA

Nationwide

*Special Projects, National Advance Staff*

September 2012 – November 2012

- Oversaw Obama for America's satellite media and "spin alley" operations at 2012 Presidential Debates in Denver, Colorado, Hempstead, New York, and Boca Raton, Florida; participated in daily negotiations with GOP counterparts and Commission on Presidential Debates staff
- Advanced President Obama at the 2012 Democratic National Convention

OBAMA FOR AMERICA

Nationwide

*Senior Press Advance*

March 2007 – November 2008

- Oversaw all media logistics and managed campaign press advance staff at fifteen campaign events featuring Senator Obama and/or Senator Biden
- Served as liaison to several primetime networks for interviews featuring Senator Obama, including "60 Minutes," "Good Morning America," and "Dateline"

KERRY EDWARDS 2004

Nationwide

*Press Lead*

April 2004 – November 2004

- Planned and executed media logistics at over twenty-five campaign events featuring Senator John Kerry and/or Senator John Edwards

JOHN KERRY FOR PRESIDENT

Davenport, IA

*Field Organizer*

October 2003 – March 2004

- Led Senator John Kerry's field operation in two counties during the 2004 Iowa Caucus
- Exceeded vote goals and personally conveyed Senator Kerry's message to over two thousand Caucus-goers

## **EDUCATION**

GEORGE WASHINGTON UNIVERSITY LAW SCHOOL,  
Juris Doctorate  
Member, Environmental Law Society

Washington, DC  
2008

IDAHO STATE UNIVERSITY,  
Bachelor of Arts in Philosophy; minor in History; minor in Russian  
Study Abroad Program in Estonia and Latvia

Pocatello, ID  
2002

## **PROFESSIONAL CERTIFICATIONS:**

- Washington State Bar
- CIPP/US, International Association of Privacy Professionals

## **PUBLICATIONS**

- *How U.S. Cities Seek to Use 100 Percent Renewable Energy*, Nat. Res. & Enviro., Vol. 32, No.3, Am. Bar Ass'n (2018)
- *Wind Energy Law*, Energy Law and Transactions (co-author) (D. Muchow and W. Mogel, eds.) (2017)
- *Utility Ownership of Distributed Energy Resources—Opportunities and Challenges*, San Diego Journal of Climate & Energy Law (July 2015)
- *Connecticut Microgrid Reforms May Signal Changes in Other States*, Renewable, Alternative, and Distributed Energy Resources Comm. Newsletter, Am. Bar Ass'n (Feb. 2014)
- *Planning for District Energy, CHP and Microgrids: A checklist for campus administrators* (co-author), District Energy, pp. 36 (Jan. 2014)
- *Summary of Developments in the NYISO Markets* (co-author), Annual Report of the Section of Public Utility, Communications and Transportation Law, Am. Bar Ass'n (2009, 2010, 2011, 2012, 2013, 2014)

# 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      | 1/1/19          | 12/31/21      | 1      | City Council |
| 6  | F   | 3  | 3            | Member         | Judith Tobin        | 1/1/19          | 12/31/21      | 1      | Mayor        |
| 6  | F   | 3  | 4            | Member         | Susan Taylor        | 1/1/19          | 12/31/21      | 1      | 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 Jones  | 1/1/20          | 12/31/22      | 1      | Mayor        |
| 6  | M   | 3  | 7            | Member         | Jeffery L. Winmill  | 1/1/21          | 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        |             |          |       |                         |                  |                                |          | 3                       |                  |                |             |
| Council      | 3                               |          |             |          |       |                         |                  |                                | 1        | 2                       |                  |                |             |
| Other        |                                 | 1        |             |          |       |                         |                  |                                |          | 1                       |                  |                |             |
| <b>Total</b> | <b>4</b>                        | <b>3</b> |             |          |       |                         |                  |                                | <b>1</b> | <b>6</b>                |                  |                |             |

### 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

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**File #:** Appt 01871, **Version:** 1

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Reappointment of Kimberly Walker as member, Families, Education, Preschool and Promise Levy Oversight Committee, for a term to December 31, 2023.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

|  |                           |   |
|--|---------------------------|---|
| <b>Appointee Name:</b><br>Kimberly Walker, MSW   |                           |   |
| <b>Board/Commission Name:</b><br>Families, Education, Preschool, Promise Levy Oversight Committee  |                           | <b>Position Title:</b><br>Member  |
| <input type="checkbox"/> Appointment <b>OR</b> <input checked="" type="checkbox"/> Reappointment   |                           | <b>City Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                          |
| <b>Appointing Authority:</b><br><input checked="" type="checkbox"/> City Council<br><input type="checkbox"/> Mayor<br><input type="checkbox"/> Other: <i>Fill in appointing authority</i>  |                           | <b>Term of Position: *</b><br>1/1/2021<br><b>to</b><br>12/31/2023<br><br><input type="checkbox"/> Serving remaining term of a vacant position |
| <b>Residential Neighborhood:</b><br>Renton   | <b>Zip Code:</b><br>98056 | <b>Contact Phone No.:</b><br>[REDACTED]   |
| <b>Background:</b><br><i>Kimberly Walker is a proud aunt and godmother who had the pleasure of growing up in King County. Kimberly is the current 5 to 24 Policy &amp; Program Manager for King County Best Starts for Kids. A social and beauty entrepreneur, Walker is dedicated to the empowerment of children, youth, and families. Kimberly's educational background includes a Bachelor of Arts in Advertising from Washington State University's Edward R. Murrow School of Communications. She left the great Palouse and earned a Masters of Social Work degree with emphasis on Policy &amp; Administration and School Social Work from the University of Washington's School of Social Work.</i><br><br><i>Passionate about serving her community, Kimberly has spent a number of years serving on boards, working with community-based organizations and faith-based organizations in her pursuit of improving her community. Fun Facts: Kimberly is the one and only Pullman Idol, she has a knack for singing, is a foodie, fashion lover and a national beauty queen.</i> |                           |   |
| <b>Authorizing Signature (original signature):</b><br><br><b>Date Signed (appointed):</b><br>3/26/2021  |                           | <b>Appointing Signatory:</b><br>M. Lorena Gonzalez<br>Seattle City Council President and Citywide Councilmember                               |

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

**KIMBERLY WALKER, MSW**  
**LEADER ♦ COLLABORATOR ♦ FACILITATOR**

**OBJECTIVE**

To use my ability to lead, collaborate, communicate efficiently and transform the lives of children, youth and families.

**EDUCATION**

**Bachelor of Arts, Major in Advertising Communications,**

Washington State University, Edward R. Murrow School of Communications.

**Masters in Social Work, Concentration in Administration, Policy and School Social Work,**

University of Washington School of Social Work

**EXPERIENCE**

**5 to 24 Policy & Program Manager • King County Best Starts for Kids • Present •**

- Lead 5 to 24 Best Start for Kids Strategies.
- Develop and foster collaborative partnerships with, and among, individuals, communities, organizations, and initiatives working on behalf of children, youth and families.
- Develop and implement policies & programs that impact children, youth and families.

**Senior Manager of Partnerships & Collaborations • SOAR of King County • August 2016 to Present •**

- Develop and foster collaborative partnerships with, and among, individuals, communities, organizations, and initiatives working on behalf of children, youth and families.
- Staff the King County Early Learning Coalition supporting efforts to advocate collectively on local, regional, and on state policies and procedures to build an early learning system.
- Lead of the Community Based Participatory Research project Black Family Voice Project
- Provides leadership in equity work both inner and outer facing with community partners and community members.
- Expanded and strengthen partnerships and establish collaborations aligned with SOAR's mission.

**Program Director • Greater Seattle YMCA • March 2015 to August 2016 •**

- Managed three elementary school sites providing academic programs to high needs children.
- Oversee a team of 17, with staff from a collaborative partnership with city entity, school district and the YMCA. Strengthen partner relationships and streamline communications for internal and external purposes and family outreach.
- Managed summer sessions for family programs and the Summer Staircase Seattle Public Schools Program.

**Kinship Center Director • Central Area Senior Center • June 2011 to June 2014 •**

- Developed and implemented a direct service program for kinship families.
- Provided adult education for kinship care providers in the areas of education advocacy, financial literacy and legal system navigation.
- Managed center's budget.
- Expanded and strengthen key partnerships with community based organizations, local government and state government.

**Master’s Practicum • City of Bellevue •**

- Help facilitated community conversations for the human service needs assessments.
- Updated human service needs assessment tools, collected and analyzed qualitative and quantitative data.
- Attended numerous civil community meetings for human services in King County.

**School Social Worker • Glacier Park Elementary School •**

- Help support in place Individualize Education Plans (IEPs) and 504 Plans.
- Facilitated small groups for social emotional development.
- Provided classroom student observations.
- Responded to student and family crisis with resources and support.

**Community Outreach • Snohomish Health N’ Safety Network•**

- Mobilized Snohomish County affiliate groups.
- Managed and re-developed community assessment tools.
- Collected and analyzed qualitative and quantitative data for county reports.

**Project & Program Coordinator • Maple Valley Community Center •**

- Mobilized key stakeholders in a coalition for Drug Free Communities Grant.
- Managed budget and program resources.
- Developed, analyzed and collect data.
- Provided prevention programming support to Tahoma School District.

**SKILLS**

|                    |                       |                      |
|--------------------|-----------------------|----------------------|
| Leadership         | Program Management    | Program Development  |
| Communication      | Relationship Building | Trainer              |
| Strategic Planning | Marketing             | Contract Management  |
| Public Speaking    | Staff Development     | Community Organizing |

**REFERENCES**

References available upon request.

# Families, Education, Preschool, and Promise Levy Oversight Committee

17 Members: Pursuant to *Ordinance 125604*, 12 members subject to City Council confirmation, *staggered*-year terms:

- 6 City Council-appointed 3-year terms, subject to City Council confirmation
- 6 Mayor-appointed 3-year terms, subject to City Council confirmation
- 5 Other Appointing Authority-appointed (specify): *Ordinance 125604*

## Roster:

| *D | **G | RD  | Position No. | Position Title                     | Name              | Term Begin Date | Term End Date | Term # | Appointed By     |
|----|-----|-----|--------------|------------------------------------|-------------------|-----------------|---------------|--------|------------------|
| 1  | F   | 2   | 1.           | Member                             | Erin Okuno        | 1/1/20          | 12/31/22      | 1      | Council          |
| 2  | F   | 2   | 2.           | Member                             | Princess Shareef  | 1/1/20          | 12/31/22      | 1      | Council          |
| 9  | M   | 2   | 3.           | Member                             | Shelby Cooley     | 1/1/19          | 12/31/20      | 1      | Council          |
|    |     | 1   | 4.           | Member                             | Jennifer Matter   | 1/1/19          | 12/31/21      | 1      | Council          |
| 2  | M   | 2   | 5.           | Member                             | Donald Felder     | 1/1/19          | 12/31/21      | 1      | Council          |
| 2  | F   | N/A | 6.           | Member                             | Kimberly Walker   | 1/1/21          | 12/31/23      | 2      | Council          |
| 2  | F   | N/A | 7.           | Member                             | Trish Dziko       | 1/1/19          | 12/31/21      | 1      | Mayor            |
|    |     | 7   | 8.           | Member                             | Constance Rice    | 1/1/19          | 12/31/21      | 1      | Mayor            |
| 3  | F   | N/A | 9.           | Member                             | Susan Lee         | 1/1/19          | 12/31/22      | 1      | Mayor            |
|    |     |     | 10.          | Member                             |                   | 1/1/21          | 12/31/23      |        | Mayor            |
| 6  | F   | 4   | 11.          | Member                             | Stephanie Gardner | 1/1/20          | 12/31/23      | 1      | Mayor            |
|    |     |     | 12.          | Member                             |                   | 1/1/19          | 12/31/20      | 1      | Mayor            |
| 6  | F   | N/A | 13.          | Mayor                              | Jenny Durkan      | N/A             | N/A           | 1      | Ordinance 125604 |
| 3  | F   | N/A | 14.          | Governance and Education Committee | Lorena Gonzalez   | N/A             | N/A           | 1      | Ordinance 125604 |
| 4  | F   | N/A | 15.          | School District Superintendent     | Denise Juneau     | N/A             | N/A           | 1      | Ordinance 125604 |
|    |     |     | 16.          | School District Board Member       | Leslie Harris     | N/A             | N/A           | 1      | Ordinance 125604 |
| 1  | M   | 5   | 17.          | Chancellor of Seattle Colleges     | Shouan Pan        | N/A             | N/A           | 1      | Ordinance 125604 |

## 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        | 0                               | 1        |             |          |          | 2                       | 1                |                                |       | 1                       |                  |                |             |
| Council      | 2                               | 3        |             |          | 1        | 3                       |                  |                                |       |                         |                  |                | 1           |
| Other        | 2                               | 3        |             |          | 1        |                         | 1                | 1                              |       | 2                       |                  |                |             |
| <b>Total</b> | <b>5</b>                        | <b>8</b> |             |          | <b>2</b> | <b>5</b>                | <b>1</b>         | <b>1</b>                       |       | <b>3</b>                |                  |                | <b>1</b>    |

### 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

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**File #:** Appt 01952, **Version:** 1

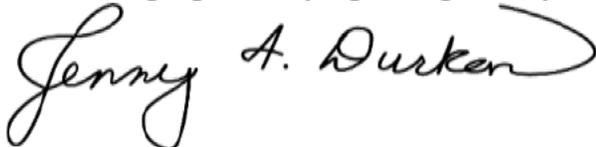
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Appointment of Taber Jossi Caton as member, Landmarks Preservation Board, for a term to August 14, 2024.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

|   |  |   |
|---|--|---|
| <b>Appointee Name:</b><br><i>Taber Jossi Caton</i>  |  |   |
| <b>Board/Commission Name:</b><br><i>Landmarks Preservation Board</i>  |  | <b>Position Title:</b><br><i>Architect</i>  |
| <input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>   | <b>City Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                             |   |
| <b>Appointing Authority:</b><br><input type="checkbox"/> City Council<br><input checked="" type="checkbox"/> Mayor<br><input type="checkbox"/> Other: <i>Fill in appointing authority</i>   | <b>Term of Position: *</b><br>8/15/2021<br><b>to</b><br>8/14/2024<br><input type="checkbox"/> <i>Serving remaining term of a vacant position</i> |   |
| <b>Residential Neighborhood:</b><br><i>Bryant</i>   | <b>Zip Code:</b><br><i>98115</i>   | <b>Contact Phone No.:</b><br>[REDACTED]   |
| <b>Background:</b><br><br><i>Ms. Caton is a registered Landscape Architect with more than 20 years of experience in construction and project management. Her work in Washington State and Rhode Island has been focused on historic landscapes and districts, with extensive work in the design of public spaces and engaging with community. Ms. Caton holds a Bachelor of Landscape Architecture and Bachelor of Fine Arts from the Rhode Island School of Design, and she previously served on the Planning and Architectural Review Committee of the Providence Preservation Society. Her practical experience as a landscape architect and her knowledge of the Secretary of Interior's Standards for Rehabilitation and their Guidelines for the Treatment of Cultural Landscapes will both be a tremendous benefit to the Landmarks Board.</i> |  |   |
| <b>Authorizing Signature (original signature):</b><br><br><br><br><b>Date Signed (appointed):</b><br><b>6-11-2021</b>  |  | <b>Appointing Signatory:</b><br><i>Jenny A. Durkan</i><br><i>Mayor of Seattle</i> |

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



# TABER JOSSI CATON

ASLA, PLA | ASSOCIATE PRINCIPAL

## EXPERIENCE

### WEISMAN DESIGN GROUP, Seattle, WA

Associate Principal, 2020 - Present  
2329 E. Madison Street Seattle, WA 98112 206-322-1732  
Responsible for all aspects of project management for various project ranging from new k-12 school to mixed use developments. Responsible for mentorship of junior staff, JEDI training and public engagement initiatives.

### WESTON & SAMPSON ENGINEERS, Worcester, MA

Project Manager, September 2019- present  
427 Main Street #4 Worcester, MA 01608 508-762-1676  
Managed of all aspects of complex multidisciplinary public projects. Responsible for project budget tracking, client interface, public engagement and project delivery. Mentored younger staff and responsible for Worcester team project scheduling and financial tracking. Managed \$660,000 in design fees for design and planning projects totaling \$10 million in construction costs. Responsible for executing all contracts.

### SEARLE DESIGN GROUP, Providence, RI

Principal, 2015 - 2019  
999 Main Street #7030 Pawtucket, RI 02860, 401-272-5783  
Responsible for all aspects of the business and projects Projects include institutional master plans, historic and cultural landscapes, municipal projects such as libraries, high schools and parks.

### WEISMAN DESIGN GROUP, Seattle, WA

Landscape Architect, 2012 - 2015  
2329 E. Madison Street Seattle, WA 98112 206-322-1732  
Responsible for design and project management of various projects ranging from mixed use and senior living residential developments, large commercial developments to K-12 schools.

### SEARLE AND SEARLE, Providence, RI

Project Manager 2005 - 2012  
50 Forest Street Providence, RI 02906, 401-272-5783  
Responsible for design, construction documents an project management of various projects ranging from historic landscapes restoration to municipal botanical gardens.

**RHODE ISLAND SCHOOL OF DESIGN**, Providence, RI  
Adjunct Faculty, Department of Landscape Architecture,

### MURASE ASSOCIATES, Seattle, WA

Landscape Designer

Taber is a registered Landscape Architect with over 20 years experience in multi-disciplinary project management, construction administration, non profit and public design. She has expertise with public site design and facilitating the community participation process in projects that are socially, environmentally and politically complex.

Taber understands that public landscapes require a creative approach to design. From coordinating various stakeholders' goals and concerns to choosing appropriate construction materials, these places have parameters (both human and ecological) that need to be carefully addressed in order for the end result to be a success. At Weisman Design Group, Taber continues to evolve presentation strategies that engage and inspire stakeholders of all ages, with the goal of connecting the public to the natural world.

## EDUCATION

Bachelor of Landscape Architecture  
Rhode Island School of Design

Bachelor of Fine Arts  
Rhode Island School of Design

## REGISTRATIONS

State Licensures: Washington, Rhode Island, Massachusetts and Connecticut  
American Society of Landscape Architects (ASLA)  
Council of Landscape Architect Registration Boards  
Lecturer for ACE Mentorship, DesignxRI Design Week, AIA events & Green RI Conference  
Co-Chair PPS Planning & Architectural Review Committee

# Landmarks Preservation Board

12 Members: Pursuant to *Ordinance No. 106348*, all members subject to City Council confirmation, 3-year term for 11 members, and 1-year term for Get Engaged Member:

- 12 Mayor-appointed

## Roster:

| *D | **G | RD  | Position No. | Position Title      | Name                 | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|-----|--------------|---------------------|----------------------|-----------------|---------------|--------|--------------|
| 2  | M   | 5   | 1.           | At- Large           | Dean E. Barnes       | 08-15-19        | 08-14-22      | 1st    | Mayor        |
| 2  | M   | 3   | 2.           | At-Large            | Lawrence Norman      | 08-15-21        | 08-14-24      | 1st    | Mayor        |
| 1  | F   | 2   | 3.           | Structural Engineer | Roi Chang            | 08-15-19        | 08-14-22      | 1st    | Mayor        |
| 3  | M   | 5   | 4.           | Get Engaged         | John Rodezno         | 09-01-20        | 08-31-21      | 1st    | Mayor        |
| 6  | F   | 4   | 5.           | Architect           | Taber Jossi Caton    | 08-15-21        | 08-14-24      | 1st    | Mayor        |
| 6  | M   | 2   | 6.           | Urban Planning      | Ian Macleod          | 08-15-21        | 08-14-24      | 1st    | Mayor        |
| -  | -   | -   | 7.           | Real Estate         | vacant               | 08-15-19        | 08-14-22      |        | Mayor        |
| 6  | F   | 3   | 8.           | At-Large            | Harriet M. Wasserman | 08-15-21        | 08-14-24      | 2nd    | Mayor        |
| 2  | F   | N/A | 9.           | Historian           | Lora-Ellen McKinney  | 08-15-21        | 08-14-24      | 1st    | Mayor        |
| 6  | F   | 6   | 10.          | Architect           | Kristen Johnson      | 08-15-19        | 08-14-22      | 2nd    | Mayor        |
| 6  | M   | 3   | 11.          | Finance             | Russell Coney        | 08-15-19        | 08-14-22      | 2nd    | Mayor        |
| 1  | M   | 6   | 12.          | Historian           | Matt Inpanbutr       | 08-15-19        | 08-14-22      | 1st    | Mayor        |
|    |     |     |              |                     |                      |                 |               |        |              |
|    |     |     |              |                     |                      |                 |               |        |              |
|    |     |     |              |                     |                      |                 |               |        |              |

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

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

### 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

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**File #:** Appt 01953, **Version:** 1

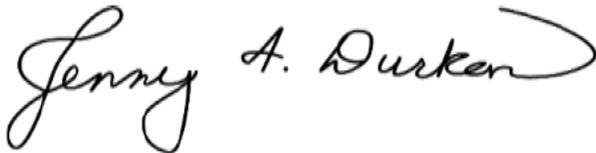
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Appointment of Ian Macleod as member, Landmarks Preservation Board, for a term to August 14, 2024.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

|  |  |   |
|--|--|---|
| <b>Appointee Name:</b><br><i>Ian Macleod</i>   |  |   |
| <b>Board/Commission Name:</b><br><i>Landmarks Preservation Board</i>   |  | <b>Position Title:</b><br><i>Urban Planning</i> |
| <input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>  | <b>City Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                                 |   |
| <b>Appointing Authority:</b><br><input type="checkbox"/> City Council<br><input checked="" type="checkbox"/> Mayor<br><input type="checkbox"/> Other: <i>Fill in appointing authority</i>  | <b>Term of Position: *</b><br>8/15/2021<br><b>to</b><br>8/14/2024<br><br><input type="checkbox"/> <i>Serving remaining term of a vacant position</i> |   |
| <b>Residential Neighborhood:</b><br><i>Columbia City</i>   | <b>Zip Code:</b><br><i>98118</i>   | <b>Contact Phone No.:</b><br>[REDACTED]         |
| <b>Background:</b><br><br><i>Mr. Macleod served on the Landmarks Board in the Get Engaged position of 2019-2020, and his contributions were highly valued by the entire Board and staff. Mr. Macleod is a photojournalist. He holds a Master of Architecture and Certificate of Historic Preservation Studies from the University of Washington, with extensive coursework and project experience focused in urban/preservation planning. Mr. Macleod has a minor degree in architectural history from his undergraduate studies. This paired with his knowledge of planning and the treatment of historic properties, makes him a helpful resource, and we welcome his return to the Landmarks Board.</i> |  |   |
| <b>Authorizing Signature (original signature):</b><br><br><br><br><b>Date Signed (appointed):</b><br>6/11/2021  | <b>Appointing Signatory:</b><br><i>Jenny A. Durkan</i><br><i>Mayor of Seattle</i>  |   |

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

|                    |  |
|--------------------|--|
| profile            | <p>photographer, designer, artist, amateur architecture historian;<br/> currently documenting the lifecycle of seattle buildings.<br/> landmarks preservation board member (get engaged position: 2019-2020)</p>   |
| education          | <p>univ. of washington: m. arch., materials + fabrication (conc.); historic preservation (prof. cert.); 2019<br/> boston university: b.sci., photojournalism; architecture history (minor); 2012</p>   |
| recent exhibitions | <p>art league rhode island: 'on the edge,' feb-may 2020<br/> <i>best in show</i></p> <p>verum ultimum (portland, ore.): 'chasing ghosts iv,' oct-dec 2019</p> <p>stARTup houston, first annual, oct 2019<br/> <i>solo exhibition</i></p>   |
| selected projects  | <p>uw livable city year; tacoma historic districts – 2018<br/> with meagan scott, m.up.; kathryn rogers merlino (instructor)<br/> co-led teams of undergraduate students in developing a historic district nomination in south tacoma across two academic quarters, while working closely with tacoma preservation office and washington DAHP. researched and developed a historic context statement and rough district boundaries in winter quarter; completed site surveys and inventories of each property in spring quarter. both terms culminated in presentations of findings to city officials. at project conclusion, I was invited to present the document to other municipalities' representatives and on a local cable program.</p> <p>matthew n. clapp house survey + nomination – 2018<br/> dr. david strauss (instructor); holly taylor (instructor)<br/> surveyed a potential historic property in lakewood, wash. for courses in technical preservation and preservation practice, respectively. investigated and reported on interventions for rehabilitation on building envelope and mechanical systems. worked with property owner and archival resources to research history and develop a draft nomination for inclusion on lakewood historic register.</p> <p>plan for graham street station area – 2017<br/> with ian crozier, m.up.; kathryn rogers merlino &amp; dr. manish chalana (instructors)<br/> researched demographics, potential historic properties, and transit authority plans for future light rail site in rainier valley. developed long-range plan for zoning, parkland, and affordable housing for station area; produced architectural design guidelines &amp; preliminary renderings of station and public space.</p> |

u-district alley activation – 2017

*café allegro, u-district square (clients); jim nichols (instructor)*

design-build studio producing a parklet including benches and bicycle parking. worked with property owners and community stakeholders to design an engaging public space in a blighted alley. led a four-man team designing and fabricating a novel steel bicycle parking system; personally fabricated and installed an additional six racks after project was completed.

architecture documentation photography – 2014

*john stamets (instructor)*

produced + presented a photographic survey of prewar and early postwar structures in seattle's cascade neighborhood during winter quarter. gained understanding of large-format photographic techniques and habs/haer documentation process; applied these skills in documenting new addition to gould hall the following summer.

publications

*Food For Thought: Social & Historic Value of the Mid-century Supermarket; masters thesis, 2019*

co-author, *Working Towards Equity and Inclusion through Historic District Development; report for city of tacoma preservation office, 2018*

skills

historic preservation

understanding of landmark process at local + national level; proficient with historic property research; knowledge of rehabilitation process + treatments of historic properties; ability to engage with community stakeholders; rudimentary understanding of real estate markets + research

design + technical

architectural design + production processes; basic understanding of codes + permitting; proficiency with design software [mcneel rhinoceros, v-ray, adobe photoshop/indesign/premiere]; electric lighting design; technical documentation photography

References

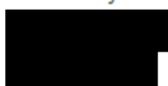
dr. manish chalana; instructor + thesis committee

university of washington, college of built environments, dept. of urban design + planning



kathryn rogers merlino; instructor + thesis chair

university of washington, college of built environments, department of architecture



# Landmarks Preservation Board

12 Members: Pursuant to *Ordinance No. 106348*, all members subject to City Council confirmation, 3-year term for 11 members, and 1-year term for Get Engaged Member:

- 12 Mayor-appointed

## Roster:

| *D | **G | RD  | Position No. | Position Title      | Name                 | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|-----|--------------|---------------------|----------------------|-----------------|---------------|--------|--------------|
| 2  | M   | 5   | 1.           | At- Large           | Dean E. Barnes       | 08-15-19        | 08-14-22      | 1st    | Mayor        |
| 2  | M   | 3   | 2.           | At-Large            | Lawrence Norman      | 08-15-21        | 08-14-24      | 1st    | Mayor        |
| 1  | F   | 2   | 3.           | Structural Engineer | Roi Chang            | 08-15-19        | 08-14-22      | 1st    | Mayor        |
| 3  | M   | 5   | 4.           | Get Engaged         | John Rodezno         | 09-01-20        | 08-31-21      | 1st    | Mayor        |
| 6  | F   | 4   | 5.           | Architect           | Taber Jossi Caton    | 08-15-21        | 08-14-24      | 1st    | Mayor        |
| 6  | M   | 2   | 6.           | Urban Planning      | Ian Macleod          | 08-15-21        | 08-14-24      | 1st    | Mayor        |
| -  | -   | -   | 7.           | Real Estate         | vacant               | 08-15-19        | 08-14-22      |        | Mayor        |
| 6  | F   | 3   | 8.           | At-Large            | Harriet M. Wasserman | 08-15-21        | 08-14-24      | 2nd    | Mayor        |
| 2  | F   | N/A | 9.           | Historian           | Lora-Ellen McKinney  | 08-15-21        | 08-14-24      | 1st    | Mayor        |
| 6  | F   | 6   | 10.          | Architect           | Kristen Johnson      | 08-15-19        | 08-14-22      | 2nd    | Mayor        |
| 6  | M   | 3   | 11.          | Finance             | Russell Coney        | 08-15-19        | 08-14-22      | 2nd    | Mayor        |
| 1  | M   | 6   | 12.          | Historian           | Matt Inpanbutr       | 08-15-19        | 08-14-22      | 1st    | Mayor        |
|    |     |     |              |                     |                      |                 |               |        |              |
|    |     |     |              |                     |                      |                 |               |        |              |
|    |     |     |              |                     |                      |                 |               |        |              |

## 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 |
| <b>Mayor</b>   | 6    | 5      |             |          | 2     | 3                       | 1                |                                |       | 5                       |                  |                |             |
| <b>Council</b> |      |        |             |          |       |                         |                  |                                |       |                         |                  |                |             |
| <b>Other</b>   |      |        |             |          |       |                         |                  |                                |       |                         |                  |                |             |
| <b>Total</b>   |      |        |             |          |       |                         |                  |                                |       |                         |                  |                |             |

## 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

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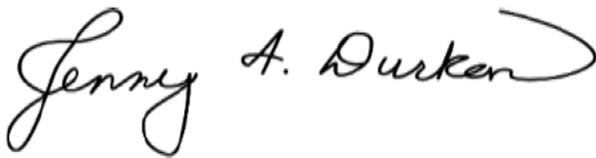
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Appointment of Lora-Ellen McKinney as member, Landmarks Preservation Board, for a term to August 14, 2024.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

|   |  |  |
|---|--|--|
| <b>Appointee Name:</b><br><i>Lora-Ellen McKinney</i>  |  |  |
| <b>Board/Commission Name:</b><br><i>Landmarks Preservation Board</i>  |  | <b>Position Title:</b><br><i>Historian</i> |
| <input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>   | <b>City Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                             |  |
| <b>Appointing Authority:</b><br><input type="checkbox"/> City Council<br><input checked="" type="checkbox"/> Mayor<br><input type="checkbox"/> Other: <i>Fill in appointing authority</i>   | <b>Term of Position: *</b><br>8/15/2021<br><b>to</b><br>8/14/2024<br><input type="checkbox"/> <i>Serving remaining term of a vacant position</i> |  |
| <b>Residential Neighborhood:</b><br><i>Renton</i>   | <b>Zip Code:</b><br><i>98057</i>   | <b>Contact Phone No.:</b><br>[REDACTED]    |
| <b>Background:</b><br><br><i>Dr. McKinney holds a PhD in Clinical Psychology from the University of Washington, a Master of Public Administration from Harvard University, and a Certificate in Environmental Law and Regulation from George Washington University. A former psychology practitioner and professor, she also has an extensive background in strategic planning and policy, and currently has a consulting firm. Dr. McKinney seeks to serve on the Landmarks Preservation Board due to her life-long love of architecture and history. She values the stories of places and how they help to preserve the soul of a community. Dr. McKinney has worked with numerous local and national museums, serving on special committees, being a docent, and curating artifacts and documents from her family's collections that now reside in these institutions. Her research and writing led to the designation of Mount Zion Baptist Church as a Seattle Landmark, and its listing on the Washington State Heritage Register, and the National Register of Historic Places. Dr. McKinney's extraordinary background and passion for preserving history will make her a truly valued addition to the Landmarks Board.</i> |  |  |
| <b>Authorizing Signature (original signature):</b><br><br><br><br><b>Date Signed (appointed):</b><br>6-11-2021   | <b>Appointing Signatory:</b><br><i>Jenny A. Durkan</i><br><i>Mayor of Seattle</i>  |  |

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

**LORA-ELLEN MCKINNEY, Ph.D.**

**executive  
summary**

Extensive senior-level experience in policy analysis, meeting facilitation, management, development and implementation innovative programs, child advocacy, health policy and reform, child and family health, environmental health, community health policy, childhood recovery from trauma, foundation relations, community-focused evaluation and family focused substance abuse recovery. Expert writing, document editing, public relations and process facilitation skills.

**professional  
experience**

2000 - **MCKINNEY CONSULTATIONS** Renton, WA

- Create innovative community conversations on challenging topics such as race and faith. [http://seattletimes.nwsourc.com/html/jerrylarge/2016936099\\_jdl05.html](http://seattletimes.nwsourc.com/html/jerrylarge/2016936099_jdl05.html)
- Conduct evaluations of national significance for foundation, private and government clients on issues related to community health, social service provision, social justice and education, cultural competence in health care and social services.
- Consult on organizational development and change strategies with faith organizations.
- Meeting facilitation.
- Public relations and communications (writing of brochures, press releases, fact sheets, newsletters and white papers; facilitation of meetings between groups forming new partnerships; market research).
- Consultation on community health, organizational development, child development, and environmental equity.
- Strategic planning.
- Report writing and editing on diverse topics.
- Case studies of community leaders for Eureka Communities (<http://philanthropy.com/article/A-New-Generation-of-Programs/52572/> )
- Document editing for laboratory manual for American Public Health Laboratory (HIV/AIDS manual for developing countries, particularly African nations)
- Developed online university courses on fundraising for the Humane Society University.
- Teach fundraising for animal care institutions, Humane Society University (Online), 2009 – 2016

1999 - 2000 **THE LEWIN GROUP** Falls Church, VA  
**Senior Manager, Research, Policy and Management Group**

- Conducted and managed multi-site project evaluations of national significance for foundation, private and government clients, particularly on issues of health care for the poor and underserved and cultural competence in health care.
- Managed collaboration between The Lewin Group and minority serving academic institutions for training minority researchers in the evaluation of community based systems' change
- Facilitated meetings on a variety of community health care and social service topics
- Conducted analyses of health care, education and other social policies for health care organizations and private foundations.

- Wrote successful grants for program evaluation, received from SAMSHA (\$2 -5M), private foundations (the Kellogg Foundation for Community Voices in a \$1M continuation grant and Packard, (\$500,000 for a community health assessment).

**PUBLIC BENEFIT CORPORATION**

Washington, DC

1997-1999 **Senior Vice President, Planning and Network Development**

- In 200-year-old hospital, designed and instituted the first Planning Department, created and strengthened strategic planning, facilities planning, education and training and human resources improvements
- Raised funds for hospital programs (including DC government grants to fund school nurses through the Public Benefit Corporation to work in community health clinics).
- Negotiated transfer from DC Department of Public Health of School Health Program for 77,000 students in 146 schools
- Stabilized and coordinated early childhood screening systems
- Negotiated new personnel policies and procedures for 1800 employees in 14 health care unions

**POLICY RESEARCH INCORPORATED**

Bethesda, MD

1995-1996 **Senior Policy Analyst**

- Led policy analysis and report writing team for federal substance abuse agencies and Congressional offices on the medical and social impacts of drug addiction
- Consulted on child trauma and disabilities caused by exposure to family addiction and family and community violence
- Consulted on violence as a public health issue
- Provided technical assistance on program design and evaluation for government-funded drug treatment programs
- Consulted with, wrote and/or contributed to speeches for government project officers on program evaluation and design, developmental aspects of prenatal drug exposure and child and family social services
- Wrote or contributed to a number of successful grants for SAMSHA (SESS), the Centers for Substance Abuse Prevention and Treatment, and the Department of Education.

**PSYCHOLOGICAL ASSOCIATES**

San Francisco, CA

1993-1995 **Partner**

- Consulted with government agencies on child development, child trauma and treatment, evaluation of minority group children, cultural competence in social services, and familial and social impacts of alcohol and other drugs
- Provided assessment and treatment of children and families

**UC MEDICAL CENTER**

San Francisco, CA

1989-1995 **Assistant Clinical Professor, Behavioral Pediatrics (1992-1995)**

- Taught medical and other health students and professionals about social and emotional aspects of child health and family functioning, including a focus on childhood physical and sexual abuse, childhood exposure to community violence, learning disabilities, and adjustment to chronic disease
- Provided annual behavioral consultation to Pediatric HIV/AIDS unit, clinical services to and supervision of services to 350 children in general pediatrics

**Director & Founder, Clearinghouse for Drug Exposed Children (1992-1995)**

- Developed, managed and sought funding for nine-county community service, clinical, policy, research and evaluation program for drug exposed and drug affected children and their families
- Served as primary investigator/program evaluator for seven federally funded substance abuse treatment projects (SAMHSA and the Department of Education).
- Wrote grants to private foundations (Stuart, Packard, the Junior League).

**Assistant Director of Training, Clinical Psychology Program (1990-1995)**

- Created state of the art training child psychology training program for 12 trainees per year, teaching about social and emotional aspects of child functioning, diagnosis, treatment and recovery

**Coordinator, Learning Evaluation Program (1989-1992)**

- Coordinated multidisciplinary team assessments of children with pediatric, behavioral and psychological illnesses
- Wrote grants to fund the purchase of clinical materials.

**HARLEM HOSPITAL**

New York, NY

1986-1989 **Chief Psychologist, Sydenham Neighborhood Family Care Clinic**

- Established culturally relevant treatment protocols for child and family services for learning disabled, depressed and abused children
- Managed licensed psychology staff and trainees

**education**

**HARVARD UNIVERSITY, John F. Kennedy School of Government, Cambridge, MA**

Master in Public Administration

*Concentration in health policy analysis, strategic management, foundation relations, and negotiations*

**GEORGE WASHINGTON UNIVERSITY**

Washington, DC

Certificate, Environmental Law and Regulations

*Studied U.S. environmental law and environmental justice*

**UNIVERSITY OF WASHINGTON**

Seattle, WA

Ph.D., Clinical Psychology

*Concentration in child clinical and community psychology*

Master of Science, Psychology

*Concentration in developmental psychology*

**VASSAR COLLEGE**

Poughkeepsie, NY

Bachelor of Arts, Psychology

*Concentrations in child psychology, urban planning, modern dance*

**honors**

**Hugo House Writer's Grant, 2010**

**Fulbright Senior Specialist (2000 – 2006)**

**Senior Health Policy Fellow, National Association of Public Hospitals, Washington, DC (1998)**

**Salzburg Seminar Fellow, Session: Race and Ethnicity: Models for Diversity, Salzburg, Austria (1997)**

**Partners in Leadership Fellowship, JFK School of Government, Harvard University, Cambridge, MA (1996-1997)**

**Kellogg National Leadership Program (Group XIII), W.K. Kellogg Foundation (1993-1997)**

**public service**

**Member, International Inter-Faith Working Group on Faith and Politics, (Eisenhower and Kellogg Fellows) (2005-2008); part of group that founded of The Abraham Path ([www.abrahampath.org](http://www.abrahampath.org))**

**Election Monitoring (El Salvador) – Center for Global Education, Minneapolis, MN**

**Implementation of democratic reforms - (Brazil, China, El Salvador, Hong Kong, Venezuela) – W.K. Kellogg Foundation, Battle Creek, MI**

**Environmental Regulations and Equity (China, Cote d'Ivoire, the Gambia, Ghana, Senegal) – Mt. Zion Baptist Church, Seattle, WA**

**volunteer board memberships**

Institutional Review Board – Fred Hutchinson Cancer Research Center (2006- )

Social Justice Fund, Seattle, WA (Secretary) (2006 –2007)

Past board memberships - (*HIV/AIDS services, mental health, child and family services* – Seattle, WA; Boston, MA; New York, NY; San Francisco, CA; Washington, DC)

**volunteer committees**

American Cycle Committee, Intiman Theater, Seattle, WA, 2009  
 International Cycle Committee, Intiman Theater, Seattle, WA, 2010  
 Institutional Review Board, Fred Hutchinson Cancer Research Center, Seattle, WA – medical focus (2006 - )  
 Special Projects Fundraiser, Douglass-Truth Library, Seattle Public Library, 2006  
 Social Justice Ministry, Mount Zion Baptist Church, Seattle, WA (Treasurer) (2007 - 2008)  
 Social Justice Ministry, Mount Zion Baptist Church, Seattle, WA (Chair) (2008 - )  
 Information Technology Ministry, Mount Zion Baptist Church, Seattle, WA (Treasurer) (2005 - )

**arts**

American Cycle Community Committee, Intiman Theater, Seattle (2008 – 2011)  
 International Cycle Community Committee, Intiman Theater, Seattle, WA (2010- 2011)  
 Docent, Seattle Art Museum, Seattle WA (2007- )  
 Northwest African American Museum, Seattle, WA – Program and Educational Committees (2006 - 2009)  
 Northwest African American Museum, Seattle, WA – Curator, Collection, Rev. Dr. Samuel Berry McKinney (2006 -2008)

**arts (performance)**

Solo Play – Match.Dot.Bomb (written and performed) - 2011

**publications**

*The Unofficial Baptist Manual: A Guide for the Uninformed, the Newly Converted and the Forgetful.* Valley Forge: Judson Press, 2011  
*Getting to Amen: 8 Strategies for Managing Conflict in the African American Church.* Valley Forge: Judson Press, 2005.  
*View from the Pew: What Preachers Can Learn from Church Members.* Valley Forge: Judson Press, 2004.  
*Total Praise!: An Orientation to Black Baptist Belief and Worship.* Valley Forge: Judson Press, 2003.  
*Christian Education in the African American Church: A Guide for Teaching Truth.* Valley Forge: Judson Press, 2003.  
 Community Leadership Case Studies. Eureka Communities: [www.eurekalearning.org](http://www.eurekalearning.org) (discontinued website: case studies available upon request) 1998 – 2004.  
 Sylvia Villareal, Marcia Quackenbush and Lora-Allen McKinney. *Handle with Care: Helping Children Prenatally Exposed to Drugs and Alcohol.* ETR Associates, 1992.

**special skills/  
personal**

**Language skills:** proficiency in French  
**Computer skills:** word processing, presentation software, statistical packages, spreadsheets  
**Travel:** extensive travel in developing countries  
**Licenses:** licenses to practice psychology (CA, NY and WA states); business licenses (Washington State, Turkey)

# Landmarks Preservation Board

12 Members: Pursuant to *Ordinance No. 106348*, all members subject to City Council confirmation, 3-year term for 11 members, and 1-year term for Get Engaged Member:

- 12 Mayor-appointed

## Roster:

| *D | **G | RD  | Position No. | Position Title      | Name                 | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|-----|--------------|---------------------|----------------------|-----------------|---------------|--------|--------------|
| 2  | M   | 5   | 1.           | At- Large           | Dean E. Barnes       | 08-15-19        | 08-14-22      | 1st    | Mayor        |
| 2  | M   | 3   | 2.           | At-Large            | Lawrence Norman      | 08-15-21        | 08-14-24      | 1st    | Mayor        |
| 1  | F   | 2   | 3.           | Structural Engineer | Roi Chang            | 08-15-19        | 08-14-22      | 1st    | Mayor        |
| 3  | M   | 5   | 4.           | Get Engaged         | John Rodezno         | 09-01-20        | 08-31-21      | 1st    | Mayor        |
| 6  | F   | 4   | 5.           | Architect           | Taber Jossi Caton    | 08-15-21        | 08-14-24      | 1st    | Mayor        |
| 6  | M   | 2   | 6.           | Urban Planning      | Ian Macleod          | 08-15-21        | 08-14-24      | 1st    | Mayor        |
| -  | -   | -   | 7.           | Real Estate         | vacant               | 08-15-19        | 08-14-22      |        | Mayor        |
| 6  | F   | 3   | 8.           | At-Large            | Harriet M. Wasserman | 08-15-21        | 08-14-24      | 2nd    | Mayor        |
| 2  | F   | N/A | 9.           | Historian           | Lora-Ellen McKinney  | 08-15-21        | 08-14-24      | 1st    | Mayor        |
| 6  | F   | 6   | 10.          | Architect           | Kristen Johnson      | 08-15-19        | 08-14-22      | 2nd    | Mayor        |
| 6  | M   | 3   | 11.          | Finance             | Russell Coney        | 08-15-19        | 08-14-22      | 2nd    | Mayor        |
| 1  | M   | 6   | 12.          | Historian           | Matt Inpanbutr       | 08-15-19        | 08-14-22      | 1st    | Mayor        |
|    |     |     |              |                     |                      |                 |               |        |              |
|    |     |     |              |                     |                      |                 |               |        |              |
|    |     |     |              |                     |                      |                 |               |        |              |

## 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   | 6                               | 5      |             |          | 2     | 3                       | 1                |                                |       | 5                       |                  |                |             |
| 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

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**File #:** Appt 01955, **Version:** 1

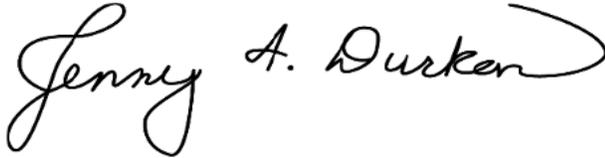
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Appointment of Lawrence Norman as member, Landmarks Preservation Board, for a term to August 14, 2024.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

|   |   |   |
|---|---|---|
| <b>Appointee Name:</b><br>Lawrence Norman   |   |   |
| <b>Board/Commission Name:</b><br>Landmarks Preservation Board   |   | <b>Position Title:</b><br>At-Large                                  |
| <input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment   | <b>City Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                      |   |
| <b>Appointing Authority:</b><br><input type="checkbox"/> City Council<br><input checked="" type="checkbox"/> Mayor<br><input type="checkbox"/> Other: <i>Fill in appointing authority</i>   | <b>Term of Position: *</b><br>8/15/2021<br>to<br>8/14/2024<br><input type="checkbox"/> <i>Serving remaining term of a vacant position</i> |   |
| <b>Residential Neighborhood:</b><br>Central District  | <b>Zip Code:</b><br>98122   | <b>Contact Phone No.:</b><br>[REDACTED]                             |
| <b>Background:</b><br><br><i>Mr. Norman is a software developer with more than twenty years of engineering and management experience and holds a Bachelor of Science and Arts from Evergreen College, including architectural studies. He is a property owner and manager, giving him a practical understanding of long-term building needs and their economic challenges. Mr. Norman was born and raised in Seattle and is interested in preserving architectural and cultural artifacts as a way of sharing history and supporting equity and investment in communities. We appreciate Mr. Norman's interest to preservation and would be very grateful for his participation on the Landmarks Board.</i> |   |   |
| <b>Authorizing Signature (original signature):</b><br><br><br><br><b>Date Signed (appointed):</b><br><br>6/11/2021   |   | <b>Appointing Signatory:</b><br>Jenny A. Durkan<br>Mayor of Seattle |

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

# Lawrence Norman

Senior Software Development Manager, with 10 years of iOS/Android mobile app engineering management experience. I'm a highly motivated and business-minded professional with more than two decades of strong development management and technical experience.

## EXPERIENCE

### **7HillsStudio, Seattle** — *Software Development Manager*

Apr 2020 present

Developed the LoopStar App for iPhone and iPad using Swift 5.0 and AudioKit. Audio loop recording App available on the App Store:

<https://apps.apple.com/us/app/loopstar/id1543974483>

<https://www.loopstar.pro/>

### **Cerence, Bellevue** — *Software Development Manager*

Mar 2011 Apr 2020

Managed iOS and Android App development for AppSuite with Toyota/Lexus CY11/CY13/CY15/CY17 automotive Head Units. Worked directly in collaboration with Toyota, Lexus, Amazon, Xevo, Denso, and Apple. Managed a team of 6 iOS/Android developers. Partnered with providers such as Amazon Alexa/AVS, iHeartRadio, Pandora, Inrix, Weather.com, Fandango, Glympse, Spotify, and others to bring these services to ~6 million vehicles. Over nine years met and exceeded all contractual obligations (3 releases per year per app) with our customer Toyota earning us more than ~\$400M in revenue.

Strong day to day and end to end leadership of the product and engineering team. History of making excellent hires, retaining talent, and motivating developers. Provided technical consultation to strategic development partners. Solved problems, designed, and customized technology solutions to support customers across the product life cycle and in the ongoing support of the daily business. Defined and executed plans with developers to bring new capabilities to customers. Worked closely with the Product and Engineering teams to monitor product performance and customer feedback.

Developed compelling and exciting presentations and demonstrations of new technologies to senior executives. I authored a white paper for a Cerence Mobile App Platform that was well received by the CEO and CTO. This idea will speed up the company's development time for mobile apps, and save on maintenance costs long term.

Company History: I started at Tweddle in Mar 2011, Nuance bought Tweddle in May 2013, and Cerence Automotive spun out from Nuance

## SKILLS

Tactical day to day leadership of iOS and Android App development teams.

Navigating stakeholders through complex technical issues cross organizationally. Strong customer focus. Brings large groups to clear paths of success and has excellent vision for the technical landscape that could impede the progress of engineering efforts.

## AWARDS

Feb 2020 company-wide Cerence Hackathon grand prize winner. Lead my dev team to 1st place out of 26 teams with "TourGuide" iOS/Android apps and web POI DB.

## LANGUAGES & PLATFORMS

iOS, Android, Java, Objective C, Swift, C/C++, Kotlin, Amazon Auto AVS, XCode, Android Studio, Git, Jenkins Bluetooth, CarPlay, Android Auto, React Native, JavaScript, AWS Amplify, AudioKit.

## **7HillsStudios, Seattle— iOS Software Dev Engineer/Manager**

Jun 2009 – Mar 2011

Developed iOS Apps: TouchLanguage (language learning apps for Spanish, French, Italian, German, English), MyWorld (geography app), and ChallengePact (social networking habit improvement app).

## **Microsoft, Redmond — SDET Lead**

1997 – 2009

SDET Test Lead, SPOT & DirectBand Microsoft 2005 – 2009 WA

MSNDirect.com was a wireless information service for navigation devices, delivering data to the US & Canada via FM radio spectrum. Services included Inrix Traffic, Weather, Gas prices, Movie times, Local Events, Stock Quotes, News, and Flight Status.

- Starting from scratch I hired over a dozen employees, performed the day to day management & developed two strong engineering leads. Architected and developed the QA Team's Toolset via C# code.
- Shipped solid DirectBand V1.0, V2.0 & V3.0 HW/SW & Web releases along with a number of interim service pack releases, including major web/web service/SQL/HW upgrades of the Server backend (70 machines). Drove project management & set the development tempo by setting product milestones. Coordinated with Ops on website & server components for ongoing deployments (Major releases, service packs, upgrades, hotfixes & patches).
- Interfaced with numerous external OEM partners (Garmin, Mitac, Liteon, & SiPort) supplying our SDK, dev support, and quality gates.

SDET Lead MSTV/Windows Media Center 2002 – 2005

Test Architect for over 50 SDETs and SDEs. Led a small core dev team of 5 to develop automated test infrastructure for set top boxes, Windows Media AV cards, digital video recorders, and media players. Interviewed, hired, and managed over 20 outsourced QA Devs in Beijing China.

## **EDUCATION**

### **The Evergreen State College, Olympia — BS/BA**

Emphasis on Computer Science, Physics, Psychology

# Landmarks Preservation Board

12 Members: Pursuant to *Ordinance No. 106348*, all members subject to City Council confirmation, 3-year term for 11 members, and 1-year term for Get Engaged Member:

- 12 Mayor-appointed

## Roster:

| *D | **G | RD  | Position No. | Position Title      | Name                 | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|-----|--------------|---------------------|----------------------|-----------------|---------------|--------|--------------|
| 2  | M   | 5   | 1.           | At- Large           | Dean E. Barnes       | 08-15-19        | 08-14-22      | 1st    | Mayor        |
| 2  | M   | 3   | 2.           | At-Large            | Lawrence Norman      | 08-15-21        | 08-14-24      | 1st    | Mayor        |
| 1  | F   | 2   | 3.           | Structural Engineer | Roi Chang            | 08-15-19        | 08-14-22      | 1st    | Mayor        |
| 3  | M   | 5   | 4.           | Get Engaged         | John Rodezno         | 09-01-20        | 08-31-21      | 1st    | Mayor        |
| 6  | F   | 4   | 5.           | Architect           | Taber Jossi Caton    | 08-15-21        | 08-14-24      | 1st    | Mayor        |
| 6  | M   | 2   | 6.           | Urban Planning      | Ian Macleod          | 08-15-21        | 08-14-24      | 1st    | Mayor        |
| -  | -   | -   | 7.           | Real Estate         | vacant               | 08-15-19        | 08-14-22      |        | Mayor        |
| 6  | F   | 3   | 8.           | At-Large            | Harriet M. Wasserman | 08-15-21        | 08-14-24      | 2nd    | Mayor        |
| 2  | F   | N/A | 9.           | Historian           | Lora-Ellen McKinney  | 08-15-21        | 08-14-24      | 1st    | Mayor        |
| 6  | F   | 6   | 10.          | Architect           | Kristen Johnson      | 08-15-19        | 08-14-22      | 2nd    | Mayor        |
| 6  | M   | 3   | 11.          | Finance             | Russell Coney        | 08-15-19        | 08-14-22      | 2nd    | Mayor        |
| 1  | M   | 6   | 12.          | Historian           | Matt Inpanbutr       | 08-15-19        | 08-14-22      | 1st    | Mayor        |
|    |     |     |              |                     |                      |                 |               |        |              |
|    |     |     |              |                     |                      |                 |               |        |              |
|    |     |     |              |                     |                      |                 |               |        |              |

## 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 |
| <b>Mayor</b>   | 6                               | 5      |             |          | 2     | 3                       | 1                |                                |       | 5                       |                  |                |             |
| <b>Council</b> |                                 |        |             |          |       |                         |                  |                                |       |                         |                  |                |             |
| <b>Other</b>   |                                 |        |             |          |       |                         |                  |                                |       |                         |                  |                |             |
| <b>Total</b>   |                                 |        |             |          |       |                         |                  |                                |       |                         |                  |                |             |

## 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

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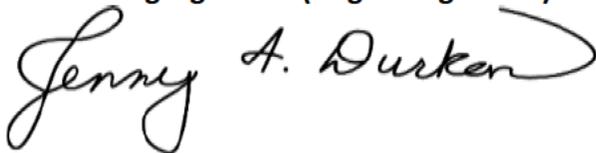
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Reappointment of Harriet M. Wasserman as member, Landmarks Preservation Board, for a term to August 14, 2024.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

|  |  |   |
|--|--|---|
| <b>Appointee Name:</b><br><i>Harriet M. Wasserman</i>  |  |   |
| <b>Board/Commission Name:</b><br><i>Landmarks Preservation Board</i>   |  | <b>Position Title:</b><br><i>At-Large</i> |
| <input type="checkbox"/> Appointment <b>OR</b> <input checked="" type="checkbox"/> Reappointment   | <b>City Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                             |   |
| <b>Appointing Authority:</b><br><input type="checkbox"/> City Council<br><input checked="" type="checkbox"/> Mayor<br><input type="checkbox"/> Other: <i>Fill in appointing authority</i>  | <b>Term of Position: *</b><br>8/15/2021<br><b>to</b><br>8/14/2024<br><input type="checkbox"/> <i>Serving remaining term of a vacant position</i> |   |
| <b>Residential Neighborhood:</b><br><i>Capitol Hill</i>  | <b>Zip Code:</b><br><i>98112</i>   | <b>Contact Phone No.:</b><br>[REDACTED]   |
| <b>Background:</b><br><br><i>Ms. Wasserman has an academic background in Computer Science and Chemistry, and over forty years of professional experience in Information Technology and consulting. For the last decade of her distinguished career she was the IT Services Director at Seattle Central College, following two decades of instruction at the same institution. Ms. Wasserman served on the site planning and capital projects committees at Seattle Central and has a life-long interest in historic buildings. We have been grateful for Ms. Wasserman's insights on the Landmarks Board the past one and half years, and look forward to her continued participation.</i> |  |   |
| <b>Authorizing Signature (original signature):</b><br>  | <b>Appointing Signatory:</b><br><i>Jenny A. Durkan</i><br><i>Mayor of Seattle</i>  |   |
| <b>Date Signed (appointed):</b><br>6-11-2021   |  |   |

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

## Harriet M. Wasserman



### Experience

- 2017-2018** *Office/Administrative Manager, Historic Seattle*  
*Word processing, mailings, public contact, event assistance, phones, ordering.*
- 2000-2016** *IT Services Director, Seattle Central College*  
 Supervised and coordinated all aspects of college computing: academic and administrative. Managed budgets totaling \$4 million per year; provided support for 2000 networked Windows and Macintosh computers, onsite and cloud based servers using Windows, Macintosh and UNIX systems. Maintained "public facing" office with extensive contact by students, faculty, and staff. Served on site planning and capital projects committees. Coordinated with architects and contractors for two large renovation projects.
- 1982 - 2000** *Instructor and Instructional Computing Manager, Seattle Central Community College.* Subjects included BASIC, Pascal, COBOL, Introduction to Computer Science, Excel and specialized classes. Responsible for all aspects of instructional computing, including a drop-in student lab and attached classroom space.
- 1972-1990** *Political Consultant and Owner: Politics as Usual.* Computer analysis of election results and demographic data. Coordinated large volunteer and professional staffs, managed city, school levy, county and statewide campaigns. Office Manager for Saratoga-Los Gatos (California) coordinated campaign, Jim McDermott campaigns. Editor: *King County Democrat*).
- Education** B.Sc., Chemistry, University of Washington.  
 Certificate in C programming; Computer Science, Data Communications and LAN courses at University of Washington and WWU.
- Awards** Top 100 IT Leaders (national), PC Magazine; Lifelong Learning Award, Seattle Colleges; "Innovator of the Year" award, League for Innovation
- Presentations** "The Impact of a Title III Grant on Computing at S.C.C.C.", Wenatchee, 1987.  
 "Networking the Lab Managers -- Structured Lab Management", Yakima, 1991.  
 "Issues in Student Labs", many Instructional Technology Conferences

### Professional and Community Activities:

- President: Washington State Community Colleges Instructional Computing Coordinators
- Chair: Seattle Central College IT Advisory Committee.
- Member: Seattle Central College Capital Projects and Site Use committees.
- Member, Computers in Chemistry Division, American Chemical Society
- Early Board Member, Capitol Hill (then "Stevens Area") Housing Project
- Member, (2002-2005) Seattle City Telecommunications and Technology Advisory Board
- Member (2015-2017), Seattle Transit Advisory Board
- Active in parent organizations at Stevens Elementary and Garfield High School
- Secretary, Capitol Hill Historical Society.

Harriet Wasserman Resume, Page 2

**Interests:** History, preservation and use of historic sites. Quilting and fabric arts. Projects to encourage women and girls in STEM.

**References:**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

# Landmarks Preservation Board

12 Members: Pursuant to *Ordinance No. 106348*, all members subject to City Council confirmation, 3-year term for 11 members, and 1-year term for Get Engaged Member:

- 12 Mayor-appointed

## Roster:

| *D | **G | RD  | Position No. | Position Title      | Name                 | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|-----|--------------|---------------------|----------------------|-----------------|---------------|--------|--------------|
| 2  | M   | 5   | 1.           | At- Large           | Dean E. Barnes       | 08-15-19        | 08-14-22      | 1st    | Mayor        |
| 2  | M   | 3   | 2.           | At-Large            | Lawrence Norman      | 08-15-21        | 08-14-24      | 1st    | Mayor        |
| 1  | F   | 2   | 3.           | Structural Engineer | Roi Chang            | 08-15-19        | 08-14-22      | 1st    | Mayor        |
| 3  | M   | 5   | 4.           | Get Engaged         | John Rodezno         | 09-01-20        | 08-31-21      | 1st    | Mayor        |
| 6  | F   | 4   | 5.           | Architect           | Taber Jossi Caton    | 08-15-21        | 08-14-24      | 1st    | Mayor        |
| 6  | M   | 2   | 6.           | Urban Planning      | Ian Macleod          | 08-15-21        | 08-14-24      | 1st    | Mayor        |
| -  | -   | -   | 7.           | Real Estate         | vacant               | 08-15-19        | 08-14-22      |        | Mayor        |
| 6  | F   | 3   | 8.           | At-Large            | Harriet M. Wasserman | 08-15-21        | 08-14-24      | 2nd    | Mayor        |
| 2  | F   | N/A | 9.           | Historian           | Lora-Ellen McKinney  | 08-15-21        | 08-14-24      | 1st    | Mayor        |
| 6  | F   | 6   | 10.          | Architect           | Kristen Johnson      | 08-15-19        | 08-14-22      | 2nd    | Mayor        |
| 6  | M   | 3   | 11.          | Finance             | Russell Coney        | 08-15-19        | 08-14-22      | 2nd    | Mayor        |
| 1  | M   | 6   | 12.          | Historian           | Matt Inpanbutr       | 08-15-19        | 08-14-22      | 1st    | Mayor        |
|    |     |     |              |                     |                      |                 |               |        |              |
|    |     |     |              |                     |                      |                 |               |        |              |
|    |     |     |              |                     |                      |                 |               |        |              |

## 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   | 6    | 5      |             |          | 2     | 3                       | 1                |                                |       | 5                       |                  |                |             |
| 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

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**File #:** Appt 01950, **Version:** 1

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Appointment of Meghann McCann as Court Administrator of the Seattle Municipal Court.

The Appointment Packet is provided as an attachment.



WILLIE GREGORY  
PRESIDING JUDGE

May 26, 2021

The Honorable Lorena González  
President, Seattle City Council  
Seattle City Hall, 2nd Floor  
Seattle, WA 98104

Dear Council President González:

In accordance with SMC 3.33.060, I am pleased to transmit to the City Council the following confirmation packet for Meghann McCann as Court Administrator, Seattle Municipal Court (SMC).

A comprehensive recruitment process was conducted by the court in partnership with Seattle Human Resources that ultimately resulted in the court selecting Ms. McCann as the court's next Court Administrator. This process included:

- Focus groups with court leadership, all staff, and our RSJI Change team
- [Announcement](#) reflecting focus group feedback and our commitment to equity and social justice with and for the communities we serve
- Six rounds of interviews with internal and external stakeholders, court leadership, focus group members, and our RSJI Change team

Ms. McCann has a breadth of experience in public service and has demonstrated her ability to make meaningful change at the highest level. She has 15 years of experience in public service and is an attorney. Most recently, she has been the Deputy Director at the Washington State Department of Licensing, where she was responsible for the agency's \$430M biennial budget and created the agency's first outreach program, Strategic Realization Office, and an Equity and Inclusion Office focused on eliminating barriers for customers. She was a member of the Governor's Workforce Strategies Taskforce reimagining the future of work in state government and Road to Recovery workgroup focused on resuming public services during the state's COVID-19 response.

Seattle Municipal Court, P.O. Box 34987, Seattle, WA 98124-4987  
Telephone: (206) 684-5600  
[seattle.gov/courts](http://seattle.gov/courts)

The Honorable Lorena González

May 26, 2021

Page 2 of 2

Ms. McCann holds a Bachelor's degree from the University of Hawaii and a law degree from Seattle University School of Law. She is a certified Diversity Executive and has designed and delivered training extensively on implicit bias and removing systemic barriers to equity and inclusion.

Ms. McCann's commitment to public service and innovative change is evident and she brings a wealth of experience and strong leadership to the Seattle Municipal Court. I am confident she will be an asset both to the court and the citizens of Seattle.

Sincerely,



[Willie Gregory \(May 27, 2021 10:52 PDT\)](#)

Willie Gregory  
Presiding Judge  
Seattle Municipal Court

cc: Honorable Mayor Jenny Durkan  
Honorable Members of the Seattle City Council  
Honorable Judges of Seattle Municipal Court



# City of Seattle Department Head Notice of Appointment

|   |  |   |
|---|--|---|
| <b>Appointee Name:</b><br>Meghann McCann  |  |   |
| <b>City Department Name:</b><br>Seattle Municipal Court   |  | <b>Position Title:</b><br>Court Administrator   |
| <input checked="" type="checkbox"/> Appointment    OR <input type="checkbox"/> Reappointment  |  | <b>Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |
| <b>Appointing Authority:</b><br><input type="checkbox"/> Council<br><input type="checkbox"/> Mayor<br><input checked="" type="checkbox"/> Other: Judges of Seattle Municipal Court  |  | <b>Term of Office:</b><br>5/31/2021<br><b>to</b><br>Term End: Not Applicable                                    |
| <b>Legislated Authority:</b><br>Seattle Municipal Code 3.33.060 – Court Administrator   |  |   |
| <b>Background:</b><br><p>Ms. McCann has a breadth of experience in public service and has demonstrated her ability to make meaningful change at the highest level. She has 15 years of experience in public service and is an attorney. Most recently, she has been the Deputy Director at the Washington State Department of Licensing, where she was responsible for the agency's \$430M biennial budget and created the agency's first outreach program, Strategic Realization Office, and an Equity and Inclusion Office focused on eliminating barriers for customers. She was a member of the Governor's Workforce Strategies Taskforce reimagining the future of work in state government and Road to Recovery workgroup focused on resuming public services during the state's COVID-19 response.</p> <p>Ms. McCann holds a Bachelor's degree from the University of Hawaii and a law degree from Seattle University School of Law. She is a certified Diversity Executive and has designed and delivered training extensively on implicit bias and removing systemic barriers to equity and inclusion.</p> |  |   |
| <b>Date Appointed:</b><br>5/7/2021  | <b>Authorizing Signature (original signature):</b><br><br>Willie Gregory (May 27, 2021 10:52 PDT) | <b>Appointing Signatory:</b><br>Willie Gregory<br>Presiding Judge, Seattle<br>Municipal Court                   |



**CITY OF SEATTLE - STATE OF WASHINGTON  
OATH OF OFFICE**

**STATE OF WASHINGTON**

**COUNTY OF KING**

**I, Meghann McCann, swear or affirm that I possess all the qualifications prescribed in the Seattle City Charter and the Seattle Municipal Code for the position of Court Administrator of the Seattle Municipal Court; that I will support the Constitution of the United States, the Constitution of the State of Washington, and the Charter and Ordinances of the City of Seattle; and that I will faithfully conduct myself as *Court Administrator of the Seattle Municipal Court*.**

---

**Meghann McCann**

**Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2021**

(affix seal)

---

**Monica Martinez Simmons, City Clerk**

THE MUNICIPAL COURT OF SEATTLE



May 27, 2021

Honorable Willie Gregory, Presiding Judge  
Seattle Municipal Court  
600 Fifth Avenue  
Seattle, WA 98124

Dear Judge Gregory:

This letter confirms that the Washington State Patrol criminal history verification has been successfully completed for Meghann McCann, incoming Court Administrator and she is scheduled for fingerprinting on June 1, 2021. Ms. McCann's eligibility for employment with the Seattle Municipal Court has been preliminary confirmed and we will provide final confirmation after her fingerprinting has been successfully completed.

If you have any questions, please feel free to contact me at [berlinda.womack@seattle.gov](mailto:berlinda.womack@seattle.gov) or (206) 684-8885.

Sincerely,

*Berlinda Womack*

Berlinda Womack  
Human Resources Generalist

Cc: Personnel File



May 7, 2021

Meghann McCann



Dear Meghann,

I am pleased to appoint you as the **Court Administrator** effective **May 31, 2021**. Congratulations!

The following terms and conditions apply to your appointment:

**TERMS OF APPOINTMENT:** The **Court Administrator** position is classified as an **Executive 3** in the City payroll system and is exempt from the Civil Service System. As an exempt employee, you are at will and serve at the discretion of the Presiding Judge.

**SALARY:** Your salary will be **\$185,000** (**\$88.60**/hr. based on 2088 hours). You will be paid on a bi-weekly basis. Pay days occur every other Friday. Your first pay date will be **June 18**.

Your position is exempt from the provisions of the Fair Labor Standards Act (FLSA), which means that you do not receive overtime compensation. However, as a salaried employee you are not required to use accrued vacation leave or sick leave for occasional absences of four hours or less during any workday.

In addition to your base salary, the court will pay the annual fees associated with maintaining your standing with Washington State Bar Association.

Your salary will be reviewed by Presiding Judge Gregory after six months with the court.

**EMPLOYMENT BENEFITS:** The City of Seattle offers a comprehensive benefits package for you and your eligible dependents. As a new hire your coverage begins on **June 1**. An [Employee Benefits Guide](https://www.seattle.gov/human-resources/benefits/employees-and-covered-family-members) is available online at <https://www.seattle.gov/human-resources/benefits/employees-and-covered-family-members>. Please make sure to choose the option titled "2021 **Most** Employee Benefit Guide." I encourage you to review this information as soon as possible as you must make your selections within **30 days** of your appointment.

**LEAVES:** As a department head, you will receive 30 days of vacation each calendar year during which you serve. These days do not carry over into succeeding years. Additionally, you are eligible for ten (10) holidays and two (2) personal holidays per year.

City employees accrue sick leave based on the number of regular hours worked. Full time employees earn 96 hours of sick leave per year. You may carry over your unused sick leave, there is no maximum accumulation. You are eligible to use sick leave after 30 days of employment.

**GENERAL:** All terms of employment – employee compensation and benefits, etc. – are governed by the policies of the City of Seattle and the Seattle Municipal Court.

**PROFESSIONAL TIME:** During your term of employment, it is expected that you will devote all your professional time to your duties as **Court Administrator** and will not engage in outside business, consulting, or other activities for current or deferred remuneration unless expressly approved by the Presiding Judge.

**RETIREMENT:** Participation in the City’s Retirement Program is optional for exempt employees. As a participant you contribute a percentage of your salary towards your retirement. Contributions and earnings are tax deferred. The City pays a percentage of your salary towards your retirement, and you become vested (eligible for a monthly benefit at retirement age) at five years of service. If you leave City employment before retirement and withdraw your contribution, you will not be entitled to any of the City’s contributions. More information on retirement is available at <https://www.seattle.gov/retirement/active-members/scers-ii>.

**BACKGROUNDING:** Your employment is contingent upon the successful completion of the background investigation, which will be conducted by the Seattle Police Department and Washington State Patrol. You will be advised as soon as this condition has been removed.

Your appointment is subject to confirmation by the Seattle City Council.

Meghan, congratulations on your appointment as the **Court Administrator**. If you have questions about your employment with the City, please contact Crystal Yost, HR Business Partner – Talent Acquisition at [crystal.yost@seattle.gov](mailto:crystal.yost@seattle.gov).

Sincerely,

  
Willie Gregory (May 11, 2021 10:43 PDT)

Willie Gregory  
Presiding Judge  
Seattle Municipal Court

cc: Personnel File

Acceptance of Offer:

|   |                   |
|---|-------------------|
| <b><i>I accept the position of full time Court Administrator (Executive 3) with the Municipal Court of Seattle based on the information stated above.</i></b> |                   |
| <br><small>Meghann McCann (May 11, 2021 10:50 PDT)</small>                 | <b>05/11/2021</b> |
| <b>Meghann McCann</b>   | <b>Date</b>       |

# MEG MCCANN



April 12, 2021

Dear Judge Gregory:

I would be honored to serve as Court Administrator. I am a government executive and lawyer with a successful track record of delivering transformational change grounded in equity and social justice. My experience leading a complex regulatory agency as well as serving as a leader in the state's largest public law firm has prepared me well to lead the administrative and operational functions of the court. I am passionate about the court's mission and I share the court's commitment to expanding the public's access to justice.

The court's mission is fundamental to our democracy and community wellbeing, and directly impacts the public's trust in government. As Court Administrator, I would work diligently with you and the team to earn and inspire the public's confidence by ensuring that *all* community members have easy and equitable access to justice. This looks like:

- **Boldly advancing racial and social justice.** We are all responsible for creating and sustaining an anti-racist organization and contributing to the larger work of building justice in the community. We are bold and brave in our words and actions in support of our race and social justice mission and culture.
- **A culture rooted in trust, respect and belonging.** We embrace diversity and demonstrate an unwavering commitment to inclusion. We respectfully speak truth to power, and invite others to speak truth to our power.
- **Partnership with those we serve.** We will partner with community, stakeholders and public leaders with a curious, open mind to eliminate barriers and continuously improve access.
- **A culture of service excellence.** Team members at every level understand the importance of their work and the work of the court. We strive to improve our processes and positively impact the public's experience.
- **Safe and inclusive spaces, physically and virtually.** We create spaces that are inviting, emphasize belonging, and reflect the diverse community we serve. Employees and the public feel welcomed and valued.
- **Excellent stewardship of public resources.** We are models for efficient and effective public administration. We are accountable for delivering excellence with the public's investment.
- **Systems that are intuitive and accessible to all.** Public-facing systems and processes are designed with the end-users in mind, easy to navigate, and function smoothly for employees and community.
- **Secure and accurate technology systems.** We understand our data ecosystem and our interconnectedness with our partners. We govern system changes thoughtfully so that we can run, grow and transform our business capabilities securely, in alignment with our strategic plan and with our partners.
- **Creative and innovative pursuit of our vision.** We have a shared understanding of what success looks like and how it is measured. We trust and rely on our employees to bring their collective energy, wisdom, curiosity and skill to achieving our mission.
- **People-centered leadership.** We hold ourselves and each other accountable for creating an environment for success. Trust, transparency, communication and teamwork is how we deliver on our mission and vision.

I have the experience and expertise to support the court in delivering on its mission and to create this environment. I am prepared to confidently and competently perform the responsibilities of this position. While my resume outlines my experience and qualifications in detail, below are some examples of my background as it pertains to this role.

**Racial and Social Equity Champion.** I advance racial and social equity through transformational culture change, employee engagement and education, and innovative policy and program development. I am no stranger to leading a large, complex organization through a significant equity transformation in a highly political environment. In 2018, I was hired by the Governor to help lead the Department of Licensing (DOL) after a significant breach of the public's trust. I brought compassion, innovation and equity to the agency's work, and refocused the agency on the people we serve: our employees and every resident of the state. Our visible and tangible commitment to equity helped restore and build trust with community. In several instances, including when we made "X" available as a third driver's license gender option and as we responded to pandemic challenges, we improved and expanded our services in novel ways by focusing on equity and partnering with those we serve.

**Experienced, Results-Oriented Strategic Leader.** I keep organizations aligned, efficient, equitable and integrated. I rely on my strong communication skills, create systems that foster transparency and effective governance, and actively lead teams in translating strategy into action. I am particularly proud of the work I led in developing DOL's Strategic Realization Office, Equity and Inclusion Office, Data Management Office and the Customer Experience and Outreach programs. These accelerated our ability to embrace diversity, dismantle institutional racism and deliver desired outcomes to those we serve *with* those we serve.

**Dynamic, Inspiring and People-Centered.** I am a creative problem-solver, curious learner and engaged team member. I put people, employees and the public at the center of my decision-making and hold myself and others accountable for our success. I create collaborative environments where employees actively participate in improving our services and systems, and our workplace. My commitment to teamwork and transparency has been repeatedly recognized and celebrated through performance awards, promotions to significant leadership roles, and has been reflected in overwhelmingly positive employee feedback through anonymous employee engagement surveys.

**Effective and Efficient Operations.** I deliver best-in-class administrative and operational performance. In my current role, I am responsible for the efficient and effective delivery of DOL's programs and services, in-person and online, as well as the agency's administrative functions. Further, I was the executive sponsor of several major strategic initiatives aimed at building additional business capabilities and improving operations, including two multi-year business technology modernization efforts. I used change management principles in leading the subsequent redesign of our business processes, including changes to employee roles and processes that accompany a major system modernization. Since implementing these projects, DOL's operations are able to adapt more quickly to changes. This served us well as we quickly reimaged our programs and service delivery models in response to COVID.

**Trusted Partner.** I build and mature strategic partnerships. I lean into relationships with community, stakeholders, activists and advocates, non-profit executives and government leaders. I serve as a conduit of information in and out of the organizations I serve because my experience has taught me that effective public leadership requires the ability to influence, mediate conflicts, and to understand risk to my organization and to partner organizations. I have honed this skillset starting with my work at the Pierce County Juvenile Court, as a trusted legal advisor in the Attorney General's Office, and through my current role as I work internally and externally to deliver and continuously improve services to groups with diverse interests.

**Inspire a Culture of Excellence.** I create environments where everyone can thrive by co-creating a shared vision of success, establishing a roadmap and measures for achieving the vision, and celebrating the milestones along the way. In each of my leadership roles, I have ensured the organization provided training, appropriate resources and effective leadership so employees can bring their best thinking and creative mindsets to their work in pursuit of excellence. I am particularly proud of the work I led at DOL to integrate our strategic planning, performance management and change delivery teams. The outcome was a system where employees can see and understand the agency's priorities and complimentary strategic initiatives, and understand how they contribute to that success.

**Legal Expertise.** For most of my career, I have represented government agencies and court program officers. In those roles, I served as a liaison with court systems on formal court improvement committees. Earlier in my career, I spent three years as a criminal defense attorney and appeared before this court. I understand the profession and the practice. Further, I have insight to this court's recordkeeping function because of my responsibilities related to DOL operations. This diverse set of experiences has given me a unique foundation on which to contribute to the court's operations.

I am ready to bring my experience and know-how to the court. I welcome the opportunity to lead the court through this period of change and transition. I have the courage and tact to speak truth to power and to be held publically accountable for equitable outcomes. I welcome the opportunity to partner with you and your colleagues in service of justice and our community.

Sincerely,



Meg McCann

# MEG MCCANN

## ATTORNEY / EXECUTIVE LEADER / DEI CHAMPION

Performance driven executive leader and attorney with deep experience in working collaboratively to design and deliver high quality, equitable, accessible and inclusive public services and programs. Acknowledged as a creative problem solver who excels at building trust and strong relationships with team members, producing work environments that actively embrace continuous internal/external customer centric process improvements. Recognized for confidently leading multiple projects, providing structure, focus, and clear direction that transfers program goals and objectives into positive measurable results.

- Strategic & Tactical Business Planning / Execution
- Policy Development & Implementation
- Budget Development / Oversight
- Information Services / IT Software Solutions
- Risk Management / Mitigation / Troubleshooting
- Portfolio of Operation Services / Multiple Locations
- Diversity, Equity & Inclusion Leader
- Educator / Trainer / Facilitator / Public Speaker
- Hire / Train & Lead High Performing Teams
- Human Resources / Performance Management
- Process Improvement / Change Management
- Washington State Bar Association (WSBA 37069)

## EXPERIENCE

### WASHINGTON STATE DEPARTMENT OF LICENSING

(MAY 2018 - PRESENT)

#### **DEPUTY DIRECTOR**

- Oversee the state-wide operations of a diverse portfolio of services performed by 1500 employees in 56 locations.
- Member of the senior executive team, responsible for setting strategic vision, goals, policies, and operational plans.
- Directly supervise seven executive team members responsible for service delivery and administrative services and five managers in the Strategic Realization Office responsible for the continuous improvement of the services to the public.
- Oversee the collection of \$3.2B in annual revenue; responsible for agency's \$430M biennial budget.
- Ensure operations and policies meet complex local, state and federal mandates related to agency's business areas.
- Liaison to other state and city agencies, court systems, tribal governments, strategic partners, stakeholders, and vendors.

#### **Noted Accomplishments:**

- Responsible for COVID-19 response and subsequent redesign of DOL's operating model to be customer-centric, equitable, accessible and integrated. Expanded online services and telework. Safely resumed in-person services in 35 offices.
- Created agency's first outreach program, Strategic Realization Office, and an Equity and Inclusion Office focused on eliminating barriers for our customers and inclusively redesigning DOL systems to be easy and intuitive for all.
- Delivered two multi-year technology modernization projects, valued at over \$100M, on time, within budget and without disruption to the public. These projects overhauled DOL systems that deliver services to 7 million customers annually.
- Executive Sponsor to high-risk priority agency projects including implementing third gender option for ID cards and driver licenses (Gender X), implementing Customer Experience (CX) capabilities, and developing and implementing agency's Diversity, Equity and Inclusion plan.
- Member of the Governor's Workforce Strategies Taskforce focused on reimagining the future of work in state government.
- Member of the Governor's Road to Recovery workgroup focused on resuming public services during COVID-19 response.

### WASHINGTON STATE OFFICE OF THE ATTORNEY GENERAL (2012 - 2018)

#### **SECTION CHIEF FOR THE LABOR AND INDUSTRIES DIVISION**

(NOV. 2017- MAY 2018)

- Ensured delivery of excellent and efficient legal services to WA Department of Labor and Industries (LNI). Counseled client agency leaders on legal risk and mandates related to their respective businesses.
- Oversaw administrative operations, ensuring alignment of Section's performance with the agency's strategic plan.
- Supervised 6 managers responsible for 50 legal professionals and support staff handling approx. 10,000 cases/year.
- Served as liaison with judicial officers on administrative process issues and improvement opportunities.

#### **Noted Accomplishments:**

- Promoted to the larger LNI Division to replicate successes as Section Chief for LAL (below).
- Created cohesive section with transparency and participation in decision-making process, improving relationships between attorneys and staff. Dramatic improvement in morale reflected in Employee Engagement Survey.
- Oversaw facilities remodel to a modern work environment, including investing in technology to support increased telework. Created policies and procedures to support paperless processes.
- Appointed to AGO's Performance Management Committee tasked to overhaul AGO's Employee Evaluation Program in recognition for excellent performance evaluations and strong coaching and mentoring skills.

**SECTION CHIEF FOR THE LICENSING AND ADMINISTRATIVE LAW (LAL) DIVISION**

(Nov. 2015 – Nov. 2017)

- Ensured delivery of excellent and efficient legal services to Department of Licensing, Employment Security and the Liquor and Cannabis Board. Counseled client agency leaders on risk and legal mandates related to their respective businesses.
- Oversaw day-to-day administrative operations. Supervised 2 managers, responsible for 16 employees.
- Successfully managed high-volume litigation caseload in addition to leadership responsibilities.

*Noted Accomplishments:*

- Co-Chair of Better Workplace Committee: led cross-agency team that gathered employee feedback and insights to develop and implement multiple programs that dramatically improved employee experience. Examples include the “Infants at Work” program, development of employee affinity groups, and expansion of telework opportunities.
- Oversaw major space renovation project. Delivered bright, modern, flexible workspaces. Demonstrated ability to lead cross-functional team and effectively used change management principles.
- 2017 James Schmidt Award in recognition for shifting management culture to be employee-centered, results-driven, and customer-focused.
- Three-time recipient of AGO Value Coins in recognition for contributions to employee engagement and leadership.
- Section had highest scores in Employee Engagement Survey for entire AGO. Named in agency’s strategic plan as the leader responsible for moving the needle on this topic.
- Continued champion, educator and advocate of diversity, equity and inclusion within agency. Repeatedly presented and consulted on implicit bias. Continued advocacy led to changes to agency’s hiring and performance evaluation processes.

**ASSISTANT ATTORNEY GENERAL, TACOMA DIVISION**

(JUNE 2012 – NOV. 2015)

- Attorney for the Department of Social and Health Services (DSHS). Demonstrated ability to work and communicate with diverse communities, to provide strategic advice to state agency leaders and to deliver effective legal services.
- Supervised Rule 9 internship program; served as an attorney mentor and trainer.
- Member of the Pierce County Juvenile Court Improvement Project Committee representing the AGO.

*Noted Accomplishments:*

- Developed and delivered first AGO training on implicit bias. Sought out repeatedly to present on this topic. As a result, AG Ferguson wrote a letter to editor of WSBA Magazine urging its membership to learn about the impact of implicit bias.
- Implicit bias training led to transformational changes in AGO culture and operations. It was the foundation for additional diversity training and policy changes.
- 2013 Excellence Award in recognition of advocacy skills as a trial lawyer on behalf DSHS, as well as work in support of implementing the “Foster Care until 21” bill.

**PIERCE COUNTY JUVENILE COURT**

(APRIL 2009 - JUNE 2012)

**ATTORNEY**

- Provided advice and counsel to court administrators. Represented Guardians ad litem, juvenile court probation officers and detention staff in administrative, civil and criminal matters.
- Served on Court Improvement Project Committee representing the court’s program areas.
- Managed operations for legal services program. Recruited, hired, and supervised team of seven professional staff.
- Led truancy court program through a major process improvement. Demonstrated ability to work with diverse populations and stakeholders, as well as developed and implemented new processes to support more efficient operations.

**PUBLIC DEFENSE COUNSEL**

(AUG. 2006 - APRIL 2009)

**ATTORNEY (PART-TIME)**

- Effectively represented defendants in all levels of criminal matters from pre-trial through sentencing.
- Appeared as co-counsel to court appointed counsel in federal criminal cases.

**KING COUNTY DEPENDENCY COURT APPOINTED SPECIAL ADVOCATES**

(APRIL 2006 - APRIL 2009)

**ATTORNEY (PART-TIME)**

- Represented lay child advocates in all levels of the child dependency and parental rights termination processes, including trial and through appeal.

**EDUCATION**

**SEATTLE UNIVERSITY SCHOOL OF LAW, SEATTLE, WA**

J.D. 2005, *cum laude*

**UNIVERSITY OF HAWAII AT MANOA, HONOLULU, HI**

B.A., Music, 1999

BAR MEMBERSHIPS

WASHINGTON STATE BAR ASSOCIATION - October 2005 (WSBA 37069)

WESTERN DISTRICT OF WASHINGTON - August 2007

SELECTED LEADERSHIP STUDIES

CERTIFIED DIVERSITY EXECUTIVE, NOVEMBER 2019

Successfully completed knowledge exam, capstone project and course work. The program prepares executives to strategically position an organization to remove systemic barriers to equity and inclusion and to transform its culture.

LEADERSHIP TOMORROW, CLASS OF 2016

Successfully completed a nine-month leadership development program focused on leading with a social justice and racial equity lens. The program brings leaders together from throughout the region to share insights and experiences.

KING COUNTY LEADERSHIP DEVELOPMENT INSTITUTE, FALL 2015

Completed a four-day leadership development program focused on leading effective teams, coaching, conflict resolution, performance management, and creating people-first workplace cultures.

SELECTED TEACHING EXPERIENCE & PRESENTATIONS

EMBEDDING DEI INTO AGENCY CULTURE AND SERVICE DELIVERY (May 2019), *Presenter*

- Presentation to Washington State’s top government leaders on how DOL sought to build and repair trust with the communities served by reimagining DOL’s purpose and mission through a diversity, equity and inclusion framework.

ADDRESSING IMPLICIT BIAS IN OUR WORK (Sept. 2017), *Panelist*

- Presentation at the WSBA Juvenile Law Section Annual meeting on strategies to identify implicit bias in dealings with each other, clients, and the public.

INTERRUPTING BIAS - HOW TO INTERRUPT BIASED BEHAVIOR AND RECOVER FROM OUR OWN MISSTEPS (Sept. 2017) *Co-Presenter*

- WSBA presentation focused on the ways to interrupt others observed biased behavior, as well as tips and ideas for recovering when engaging in behavior informed by bias.

UNDERCOVER RECOGNITION (June 2017), *Presenter*

- Presentation to the AGO Core Leadership Team on formal and informal employee engagement strategies.

BUILDING A BETTER WORKPLACE (Jan. 2017), *Facilitator*

- Facilitated appreciative inquiry forums for Attorney General’s Office staff to share their ideas for process improvements, increased employee engagement, and increased employee satisfaction with their division leadership.

CALL ME ISHMAEL (July 2016), *Presenter*

- Created and co-presented to AGO extended leadership team on strategies to reduce hidden biases during employee recruitment activities.

IMPLICIT BIAS - 1.5-2.0 CLE Ethics (multiple presentations from Sept. 2014 - May 2018), *Presenter*

- Created and presented a workshop for public attorneys and leadership teams about how hidden biases affect decision-making, communications, interpersonal interactions, and perceptions of events, people and objects.

EDMONDS COMMUNITY COLLEGE (Sept. 2007 - June 2012)

*Instructor - Legal Research/Natural Leaders Certificate Programs*

- Developed and implemented curriculum for the ESL Natural Leaders Certification Program’s Conflict Resolution class. Trained mediators to handle community disputes.
- Developed and implemented curriculum focusing on electronic and law library research and legal writing.

VOLUNTEER ACTIVITIES

KING COUNTY BAR ASSOCIATION NEIGHBORHOOD LEGAL CLINIC  
VOLUNTEER ATTORNEY

(DEC 2020- PRESENT)

REST (REAL ESCAPE FROM THE SEX TRADE)  
VOLUNTEER ATTORNEY

(APRIL 2021- PRESENT)



Legislation Text

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File #: CB 120106, Version: 1

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**CITY OF SEATTLE**

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

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

AN ORDINANCE relating to historic preservation; imposing controls upon the Bordeaux House, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.

WHEREAS, the Landmarks Preservation Ordinance, Chapter 25.12 of the Seattle Municipal Code (SMC), establishes a procedure for the designation and preservation of sites, improvements, and objects having historical, cultural, architectural, engineering, or geographic significance; and

WHEREAS, the Landmarks Preservation Board (“Board”), after a public meeting on November 18, 2020, voted to approve the nomination of the improvement located at 806 14th Avenue E and the site on which the improvement is located (which are collectively referred to as the “Bordeaux House”) for designation as a landmark under SMC Chapter 25.12; and

WHEREAS, after a public meeting on January 6, 2021, the Board voted to approve the designation of the Bordeaux House under SMC Chapter 25.12; and

WHEREAS, on April 7, 2021, the Board and the Bordeaux House’s owner agreed to controls and incentives to be applied to specific features or characteristics of the designated landmark; and

WHEREAS, the Board recommends that the City Council enact a designating ordinance approving the controls and incentives; NOW, THEREFORE,

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

Section 1. Designation. Under Seattle Municipal Code (SMC) 25.12.660, the designation by the

Landmarks Preservation Board (“Board”) of the improvement located at 806 14th Avenue E and the site on which the improvement is located (which are collectively referred to as the “Bordeaux House”) is acknowledged.

A. Legal Description. The Bordeaux House is located on the property legally described as:

Lots 9 and 10, Block 10, Capitol Hill Addition to City of Seattle Division No. 3, according to the plat thereof recorded in Volume 10 of Plats, Page 10, in King County, Washington.

B. Specific Features or Characteristics Designated. Under SMC 25.12.660.A.2, the Board designated the following specific features or characteristics of the Bordeaux House:

1. The site, excluding the garage.
2. The exterior of the house.
3. The entry foyer.
4. The main stairway up to the second floor with its railings and balustrade.

C. Basis of Designation. The designation was made because the Bordeaux House is more than 25 years old; has significant character, interest, or value as a part of the development, heritage, or cultural characteristics of the City, state, or nation; has integrity or the ability to convey its significance; and satisfies the following SMC 25.12.350 provisions:

1. It embodies the distinctive visible characteristics of an architectural style, or period, or of a method of construction (SMC 25.12.350.D).
2. It is an outstanding work of a designer or builder (SMC 25.12.350.E).

Section 2. Controls. The following controls are imposed on the features or characteristics of the Bordeaux House that were designated by the Board for preservation:

A. Certificate of Approval Process.

1. Except as provided in subsection 2.A.2 or subsection 2.B of this ordinance, the owner must obtain a Certificate of Approval issued by the Board according to SMC Chapter 25.12, or the time for denying a

Certificate of Approval must have expired, before the owner may make alterations or significant changes to the features or characteristics of the Bordeaux House that were designated by the Board for preservation.

2. No Certificate of Approval is required for the following:

a. Any in-kind maintenance or repairs of the features or characteristics of the Bordeaux House that were designated by the Board for preservation.

b. Removal of trees that are not included in any of the following categories:

1) Significant to the property's history or design, as outlined in the nomination application.

2) A designated Heritage Tree on the City of Seattle/Plant Amnesty list.

3) An Exceptional Tree per City of Seattle regulations.

c. Planting of new trees in locations that will never obscure the view of designated features of the landmark, or physically undermine a built feature of the landmark.

d. Planting or removal of shrubs, perennials, or annuals, in locations that will never obscure the view of designated features of the landmark, or physically undermine a built feature of the landmark.

e. Installation, removal, or alteration (including repair) of underground irrigation and underground utilities, provided that the site is restored in kind.

f. Installation, removal, or alteration of the following site furnishings: benches, chairs, tables, swings, movable planters, and trash/recycling receptacles.

g. Installation or removal of interior, temporary window shading devices that are operable and do not obscure the glazing when in the open position.

B. City Historic Preservation Officer (CHPO) Approval Process.

1. The CHPO may review and approve alterations or significant changes to the features or characteristics listed in subsection 2.B.3 of this ordinance according to the following procedure:

a. The owner shall submit to the CHPO a written request for the alterations or significant changes, including applicable drawings or specifications.

b. If the CHPO, upon examination of submitted plans and specifications, determines that the alterations or significant changes are consistent with the purposes of SMC Chapter 25.12, the CHPO shall approve the alterations or significant changes without further action by the Board.

2. If the CHPO does not approve the alterations or significant changes, the owner may submit revised materials to the CHPO, or apply to the Board for a Certificate of Approval under SMC Chapter 25.12. The CHPO shall transmit a written decision on the owner's request to the owner within 14 days of receipt of the request. Failure of the CHPO to timely transmit a written decision constitutes approval of the request.

3. CHPO approval of alterations or significant changes to the features or characteristics of the Bordeaux House that were designated by the Board for preservation is available for the following:

a. The installation, removal, or alteration of ducts, conduits, HVAC vents, grills, pipes, panels, weatherheads, wiring, meters, utility connections, downspouts and gutters, or other similar mechanical, electrical, and telecommunication elements necessary for the normal operation of the building or site.

b. Removal of trees more than 6 inches in diameter measured 4-1/2 feet above ground, when identified as a hazard by an International Society of Arboriculture (ISA) Certified Arborist, and not already excluded from review in subsection 2.A.2.b.

c. Installation, removal, or alteration of exterior light fixtures, exterior security lighting, and security system equipment. If proposed equipment is similar in size and location to existing, staff may be able to determine it to be in-kind maintenance, provided the fixture or equipment does not obscure designated features and is attached to a material that is easily repairable.

d. Installation, removal, or alteration of exterior building and site signage.

e. Installation of improvements for safety or accessibility compliance.

f. Installation, removal, or alteration of fire and life safety equipment.

g. Changes to exterior paint colors when painting a previously painted material. If the proposed color is similar to the existing, staff may be able to determine it to be in-kind maintenance.

h. Replacement of non-original windows and doors when located in original openings.

i. Alterations to the designated interior features.

j. Emergency repairs or measures (including immediate action to secure the area, install temporary equipment, and employ stabilization methods as necessary to protect the public's safety, health, and welfare) to address hazardous conditions with adverse impacts to the buildings or site as related to a seismic or other unforeseen event. Following such an emergency, the owner shall adhere to the following:

1) The owner shall immediately notify the City Historic Preservation Officer and document the conditions and actions the owner took.

2) If temporary structural supports are necessary, the owner shall make all reasonable efforts to prevent further damage to historic resources.

3) The owner shall not remove historic building materials from the site as part of the emergency response.

4) In consultation with the City Historic Preservation Officer and staff, the owner shall adopt and implement a long-term plan to address any damage through appropriate solutions.

Section 3. Incentives. The following incentives are granted on the features or characteristics of the Bordeaux House that were designated by the Board for preservation:

A. Uses not otherwise permitted in a zone may be authorized in a designated landmark by means of an administrative conditional use permit issued under SMC Title 23.

B. Exceptions to certain of the requirements of the Seattle Building Code, adopted by SMC Chapter 22.100, and the Seattle Energy Code, adopted by SMC Chapter 22.700, may be authorized according to the applicable provisions.

C. Special tax valuation for historic preservation may be available under chapter 84.26 RCW upon

application and compliance with the requirements of that statute.

D. Reduction or waiver, under certain conditions, of minimum accessory off-street parking requirements for uses permitted in a designated landmark structure may be permitted under SMC Title 23.

Section 4. Enforcement of this ordinance and penalties for its violation are as provided in SMC 25.12.910.

Section 5. The Bordeaux House is added alphabetically to Section I, Residences, of the Table of Historical Landmarks contained in SMC Chapter 25.32.

Section 6. The City Clerk is directed to record a certified copy of this ordinance with the King County Recorder's Office, deliver two certified copies to the CHPO, and deliver one copy to the Director of the Seattle Department of Construction and Inspections. The CHPO is directed to provide a certified copy of this ordinance to the Bordeaux House's owner.

Section 7. 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 \_\_\_\_\_, 2021, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

Jenny A. Durkan, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Monica Martinez Simmons, City Clerk

(Seal)

**SUMMARY and FISCAL NOTE\***

| <b>Department:</b> | <b>Dept. Contact/Phone:</b> | <b>CBO Contact/Phone:</b>   |
|--------------------|-----------------------------|-----------------------------|
| Neighborhoods      | Erin Doherty/206-684-0380   | Miguel Jimenez/206-684-5805 |

*\* 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 historic preservation; imposing controls upon the Bordeaux House, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.

**Summary and background of the Legislation:**

The attached legislation acknowledges the designation of the Bordeaux House as a historic landmark by the Landmarks Preservation Board, imposes controls, grants incentives, and adds the Bordeaux House to the Table of Historical Landmarks contained in SMC Chapter 25.32. The legislation does not have a financial impact.

The Bordeaux House was built in 1903. The property is located in the Capitol Hill neighborhood. A Controls and Incentives Agreement has been signed by the owner and has been approved by the Landmarks Preservation Board. The controls in the agreement apply to the site, the building exterior, and a small portion of the interior, but do not apply to any in-kind maintenance or repairs of the designated features.

**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.

Is there financial cost or other impacts of *not* implementing the legislation?  
No.

**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?**

Yes, see attached map.

**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 is a private single family residence, so the legislation does not have a negative impact on vulnerable or historically disadvantaged communities. A language access plan is not anticipated.

**f. Climate Change Implications**

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

This legislation supports the sustainable practice of preserving historic buildings and their embodied energy. Reuse and restoration of a building or structure reduces the consumption of new natural resources, and the carbon emissions associated with new construction. Preservation also avoids contributing to the ever-growing landfills.

**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.**

Many historic buildings possess materials and craftsmanship that cannot be duplicated today. When properly maintained and improved, they will benefit future generations, and surpass the longevity of most of today's new construction. They can also support upgraded systems for better energy performance, and these investments typically support local or regional suppliers, and labor industries.

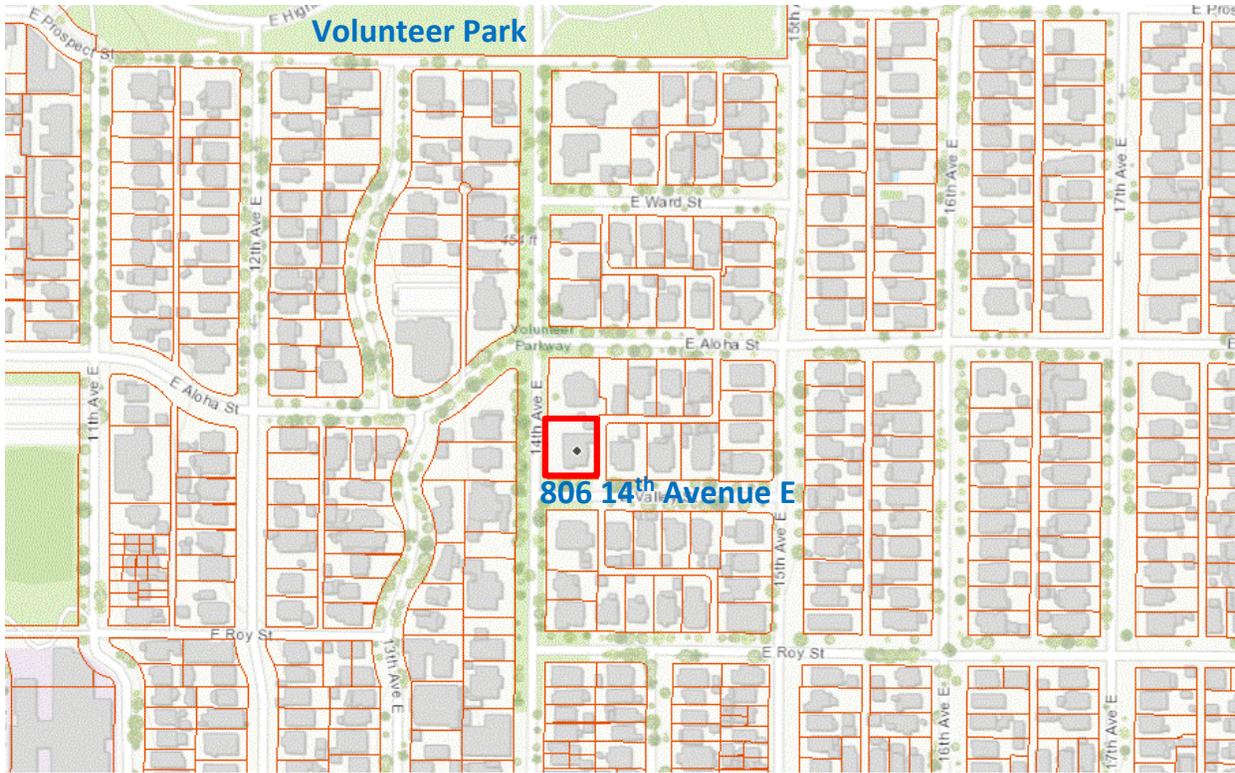
**g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?**

No new initiative or programmatic expansion.

**List attachments/exhibits below:**

Exhibit A – Vicinity Map of Bordeaux House

Summary Ex A – Vicinity Map of Bordeaux House  
V1a



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



Legislation Text

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**File #:** CB 120081, **Version:** 2

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**CITY OF SEATTLE**

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

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

AN ORDINANCE relating to affordable housing on properties owned or controlled by religious organizations; modifying existing development standards to facilitate creation of affordable housing; amending Section 23.45.504 of the Seattle Municipal Code, renumbering Section 23.44.009 of the Seattle Municipal Code as Section 23.44.007 and Section 23.44.019 as Section 23.44.009; and adding new Sections 23.42.055, 23.44.019, 23.45.550, 23.47A.040, 23.48.100, and 23.49.037 to the Seattle Municipal Code.

WHEREAS, Seattle has an acute shortage of and need for housing affordable to households with low incomes, particularly extremely low-income households; and

WHEREAS, roughly one in seven Seattle households pays more than 30 percent of their income toward housing costs, a phenomenon called housing cost burden, which leaves very little to pay for other basic necessities like food, transportation, healthcare, and child care; and

WHEREAS, housing cost burden is particularly high for Black households, half of which in 2018 paid more than 30 percent of their income toward housing costs; and

WHEREAS, from 2006 to 2018 the share of rental housing in Seattle affordable to low-, very low-, and extremely low-income households fell from more than 80 percent to less than half; and

WHEREAS, in 2019, with support from leaders in Seattle's religious communities, the Washington State Legislature adopted Substitute House Bill 1377 (SHB 1377), requiring cities and counties to allow additional residential density for long-term affordable housing on property owned or controlled by a religious organization; and

WHEREAS, Seattle's faith institutions have a long history of supporting and creating affordable housing for low-income families and individuals, with the help of the City's housing levy and other public funds;

and

WHEREAS, religious organizations own property in multifamily, mixed-use, and single-family zones throughout Seattle, including many underdeveloped sites that could be feasible for affordable housing, provided adequate development capacity is available; and

WHEREAS, the City, through the Office of Housing, has helped finance hundreds of affordable rental apartments on land availed by faith-based organizations; and

WHEREAS, while religious organizations may be motivated, as a matter of mission, to redevelop their land into affordable housing, their property may not be ideal for residential development under existing regulations if, among other reasons, it lacks sufficient development capacity for a financially feasible multifamily project; and

WHEREAS, existing land use policy can increase the cost of affordable housing development, delay project delivery, introduce uncertainty into feasibility calculations, restrict areas of the city where affordable housing investment is viable, limit the opportunity to leverage scarce land available for affordable housing, or render a project altogether infeasible, particularly for projects seeking public funding; and

WHEREAS, several faith institutions have expressed interest in redeveloping their property with long-term affordable housing under the provisions required under SHB 1377; NOW, THEREFORE,

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

Section 1. A new Section 23.42.055 is added to the Seattle Municipal Code as follows:

**23.42.055 Low-income housing on property owned or controlled by a religious organization**

A. This Section 23.42.055 establishes the requirements for developments using alternative development standards for low-income housing on property owned or controlled by a religious organization where allowed by the provisions of the zone.

B. Eligible property. The property must be owned or controlled by a religious organization at the date of the permit application.

C. Affordability requirements

1. Eligible households. All dwelling units or congregate residence sleeping rooms permitted pursuant to this Section 23.42.055 shall serve only:

a. For rental units, households with incomes no greater than 80 percent of median income, adjusted by household size.

b. For ownership units, households with incomes no greater than 80 percent of median income, adjusted by household size.

2. Duration. The obligation to provide dwelling units meeting the requirements of subsection 23.42.055.B shall last for a period of 50 years from the date of the certificate of occupancy or, if a certificate of occupancy is not required, from the date of the final building permit inspection for the development to which this Section 23.42.055 applies.

3. Affordable rent. Monthly rent shall not exceed 30 percent of 80 percent of median income. For purposes of this subsection 23.44.055.C.3, "monthly rent" includes a utility allowance for heat, gas, electricity, water, sewer, and refuse collection, to the extent such items are not paid for tenants by the owner, and any recurring fees that are required as a condition of tenancy.

4. Affordable sale price

a. Affordable price - initial sales. The initial affordable sale price must be an amount in which total ongoing housing costs do not exceed 30 percent of 80 percent of median income. The Director of Housing will establish by rule the method for calculating the initial sale price including standard assumptions for determining upfront housing costs, including the down payment, and ongoing housing costs, which must include mortgage principal and interest payments, homeowner's insurance payments, homeowner or condominium association dues and assessments, and real estate taxes and other charges included in county tax billings. The Director of Housing may establish by rule a maximum down payment amount.

b. Affordable price - resales. Eligible households for purchase of an ownership unit

subsequent to the initial sale must have incomes no greater than 80 percent of median income at initial occupancy. The Office of Housing will establish by rule the formula for calculating maximum affordable prices for sales subsequent to the initial sale to allow modest growth in homeowner equity while maintaining long-term affordability for future buyers.

D. Agreement. As a condition of building permit issuance for a development according to this Section 23.42.055, the property owner and the City must enter into an agreement in a form acceptable to the City that includes housing covenants consistent with this Section 23.42.055 and the final plan set approved by the Department. The agreement must be recorded on the title of the property on which the low-income housing development is located.

E. Applicability. The alternative development standards for low-income housing on property owned or controlled by a religious organization that are available in each zone may be applied to projects that vested according to Section 23.76.026, prior to the effective date of this ordinance in accordance with subsection 23.76.026.G.

Section 2. Section 23.44.009 of the Seattle Municipal Code, enacted by Ordinance 125791, is renumbered to 23.44.007:

**~~((23.44.009))~~ 23.44.007 Mandatory Housing Affordability in RSL zones**

RSL zones that have a mandatory housing affordability suffix are subject to the provisions of Chapters 23.58B and 23.58C.

Section 3. Section 23.44.019 of the Seattle Municipal Code, enacted by Ordinance 125791, is renumbered to 23.44.009:

**~~((23.44.019))~~ 23.44.009 Design standards in RSL zones**

In RSL zones, the following provisions apply:

A. Pedestrian access at least 3 feet in width shall be provided between each principal structure and the street. This access may be over a driveway and may cross any required yards or interior separation. The

pedestrian access may be part of a driveway, provided that the pathway is differentiated from the driveway by pavement color, texture, or similar technique.

B. Each dwelling unit with a street-facing facade that is located within 40 feet of a street lot line shall have a pedestrian entry on that street-facing facade. The pedestrian entry shall be marked with a covered stoop, porch, or other similar architectural entry feature.

Section 4. A new Section 23.44.019 is added to the Seattle Municipal Code as follows:

**23.44.019 Alternative development standards for low-income housing on property owned or controlled by a religious organization**

In lieu of meeting development standards contained in subsection 23.44.010.A (minimum lot area), subsection 23.44.010.C (maximum lot coverage), subsection 23.44.011.B (floor area), subsection 23.44.012.A (height), and Section 23.44.017 (density), a proposed development that meets the requirements of Section 23.42.055 and subsection 23.44.019.A may elect to meet the alternative development standards in subsection 23.44.019.B through subsection 23.44.019.F.

A. Lot requirements

1. Development on a lot that meets one of the following criteria, but does not meet the additional requirements in subsection 23.44.019.A.2, may meet the alternative development standards in subsection 23.44.019.B and subsection 23.44.019.D through subsection 23.44.019.F:

- a. The lot has or abuts a lot with a religious facility or other use accessory to a religious facility; or
- b. The lot area is 10,000 square feet or greater; or
- c. The lot is in an RSL zone.

2. Development on a lot that meets the following additional requirements may meet the alternative development standards in subsection 23.44.019.C and subsection 23.44.019.D through subsection 23.44.019.F:

a. The lot area is 10,000 square feet or greater;

b. The lot is in an urban village, within 1/4 mile (1,320 feet) of an urban village, or within 1/4 mile (1,320 feet) of a transit stop or station served by a frequent transit route on the map required by subsection 23.54.015.B.4; and

c. The lot meets one of the following locational criteria:

1) The lot abuts, is located on a block front with, or is located across a right-of-way from a zone not designated a single-family zone; or

2) No lot line is located within 50 feet of a single-family dwelling unit.

B. Proposed development on lots meeting the criteria in subsection 23.44.019.A.1 but not subsection 23.44.019.A.2 may meet the following development standards:

1. The minimum lot area per dwelling unit is 1,500 square feet in SF 5000, SF 7200, and SF 9600 zones and 1,200 square feet in RSL zones.

2. The maximum lot coverage is 50 percent of lot area in SF 5000, SF 7200, and SF 9600 zones and 65 percent in RSL zones.

3. The maximum FAR limit is 1.0 in SF 5000, SF 7200, and SF 9600 zones and 1.2 in RSL zones. The applicable FAR limit applies to the total chargeable floor area of all structures on the lot.

4. In SF 5000, SF 7200, and SF 9600 zones, the maximum height for a proposed development that exceeds the maximum lot coverage limit in subsection 23.44.010.C is 22 feet. The maximum height for all other developments is 30 feet.

C. Proposed development on lots meeting the criteria in subsection 23.44.019.A.2 may meet the following development standards:

1. The minimum lot area per dwelling unit is 400 square feet.

2. The maximum lot coverage is 50 percent of lot area in SF 5000, SF 7200, and SF 9600 zones and 65 percent in RSL zones.

3. The maximum height limit is 40 feet in SF 5000, SF 7200, and SF 9600 zones and 50 feet in RSL zones.

4. The maximum FAR limit is 2.0 in SF 5000, SF 7200, and SF 9600 zones and 3.0 in RSL zones. The applicable FAR limit applies to the total chargeable floor area of all structures on the lot.

D. Permitted uses. In addition to the uses listed in Section 23.44.006, the following uses are permitted outright on lots meeting the requirements of this Section 23.44.019: apartments, cottage housing development, rowhouse development, and townhouse development.

E. Setback requirements. In addition to the yard requirements of Section 23.44.014, the following standards apply:

1. No structure shall be closer than 10 feet to a side lot line of an abutting single-family-zoned lot.

2. No structure shall be closer than 20 feet to a rear lot line of an abutting single-family-zoned lot.

3. No structure shall be closer than 5 feet to any lot line.

F. Maximum facade length. The maximum combined length of all portions of a facade within 20 feet of a lot line of an abutting single-family-zoned lot may not exceed 40 feet. Maximum facade length shall be measured as described in Section 23.86.015.

Section 5. Section 23.45.504 of the Seattle Municipal Code, last amended by Ordinance 125558, is amended as follows:

#### **23.45.504 Permitted and prohibited uses**

A. All uses are permitted outright, prohibited, or permitted as a conditional use according to Table A for 23.45.504 and this Section 23.45.504. Uses not referred to in Table A for 23.45.504 are prohibited, unless otherwise indicated in this Chapter 23.45 or Chapters 23.51A, 23.51B, or 23.57. Communication utilities and accessory communication devices, except as exempted in Section 23.57.002, are subject to the regulations in

this Chapter 23.45 and additional regulations in Chapter 23.57. Public facilities are subject to the regulations in Section 23.51A.004.

B. All permitted uses are allowed as a principal use or as an accessory use, unless otherwise indicated in this Chapter 23.45.

| <b>Table A for 23.45.504 Permitted and ((Prohibited-Uses)) prohibited uses</b>   |   |   |
|--|---|---|
|  | <b>Permitted and prohibited uses by zone</b>                  |   |
| <b>Uses</b>  | <b>LR1, LR2, and LR3</b>                                      | <b>MR and HR</b>  |
| A. Residential use except as listed  | P   | P   |
| A.1. Congregate residence  | X/P <sup>1</sup>  | P/X <sup>2</sup>  |
| B. Institutions  | P/CU <sup>3</sup>   | P/CU <sup>3</sup>   |
| C. Uses in existing or former public   |   |   |
| C.1. Child care centers, preschools, schools, educational and vocational adult evening education classes, non-community centers, community projects and similar uses in existing or former | P   | P   |
| C.2. Other non-school uses in existing schools   | Permitted pursuant to procedures established in Chapter 23.78 | Permitted pursuant to procedures established in Chapter 23.78 |
| D. Park and ride facilities  |   |   |
| D.1. Park and ride facilities on surface   | X/CU <sup>4</sup>   | X/CU <sup>4</sup>   |
| D.2. Park and ride facilities in parking   | X/P <sup>5</sup>  | X/P <sup>5</sup>  |
| E. Parks and playgrounds including   | P   | P   |
| F. Ground-floor commercial uses  | RC/P <sup>6</sup>   | RC/P <sup>6,7</sup>   |
| G. Medical service uses other than commercial uses   | P/X (( <sup>7</sup> )) <sup>8</sup>                           | P/CU/X (( <sup>7</sup> )) <sup>8</sup>                        |
| H. Uses not otherwise permitted in structures  | CU  | CU  |
| I. Cemeteries  | P/X (( <sup>8</sup> )) <sup>9</sup>                           | P/X (( <sup>8</sup> )) <sup>9</sup>                           |
| J. Community gardens   | P   | P   |
| K. Parking, flexible-use   | X/P (( <sup>9</sup> )) <sup>10</sup>                          | P (( <sup>9</sup> )) <sup>10</sup>                            |
| L. All other uses  | X   | X   |

Footnotes to Table A for 23.45.504 <sup>1</sup> Congregate residences that are owned by a college or university; or charity; or are licensed by the State and provide on-site supportive services for seniors or persons with disabilities include meal service, cleaning service, health services, or similar. <sup>2</sup> Congregate residences that are owned by a not-for-profit entity or charity; or are licensed by the State and provide on-site supportive services are permitted only in locations within urban villages and urban centers. Supportive services include meal service, health services, and other services. <sup>3</sup> Supportive services include meal service, health services, and other services. Development standards are permitted outright; all others are administrative conditional uses pursuant to Section 23.45.504. <sup>4</sup> Prohibited in Station Area Overlay Districts (SAODs); or subject to Section 23.45.506 on surface parking existing as of January 1, 2017. <sup>5</sup> Prohibited in LR1 and LR2 zones, including low-rise zones, except prohibited in the SAOD. <sup>6</sup> Permitted in development that meets the requirements of Section 23.45.504. <sup>7</sup> Subject to subsection 23.45.504.E except in zones that include an RC designation. <sup>8</sup> Subject to subsection 23.45.504.F. <sup>9</sup> Prohibited in LR1 and LR2 zones. Permitted outright in all other zones of January 1, 2017; permitted outright in garages; subject to Section 23.54.026. P = Permitted outright. C = Conditional use. RC = Conditional use areas zoned Residential Commercial (RC), and subject to the provisions of the RC zone, Chapter 23.46 X

\* \* \*

E. Ground-floor commercial use

1. Drive-in businesses are prohibited, as either a principal or accessory use.
2. The following uses are permitted as ground-floor commercial uses in ((Midrise)) MR and ((Highrise)) HR zones pursuant to Section 23.45.532:

Highrise)) HR zones pursuant to Section 23.45.532:

- a. Business support services;
- b. Food processing and craft work;
- c. General sales and services;
- d. Medical services;
- e. Offices;
- f. Restaurants; and
- g. Live-work with one of the uses permitted in this subsection 23.45.504.E as the

permitted commercial use.

F. Existing cemeteries are permitted to continue in use. New cemeteries are prohibited and existing cemeteries are prohibited from expanding. For purposes of this ((section)) Section 23.45.504, a change in a cemetery boundary is not considered an expansion in size and is permitted provided that:

1. ~~((the))~~ The change does not increase the net land area occupied by the cemetery;

2. ~~((the))~~ The land being added to the cemetery is contiguous to the existing cemetery and is not separated from the existing cemetery by a public street or alley whether or not improved; and

3. ~~((the))~~ The use of the land being added to the cemetery will not result in the loss of housing.

G. Except as provided in subsections 23.45.504.G.1 and 23.45.504.G.2 below, medical service uses other than permitted ground-floor commercial uses are prohibited.

1. Medical service uses in HR zones may be permitted as administrative conditional uses pursuant to subsection 23.45.506.F.

2. Medical service uses meeting the development standards for institutions are permitted outright on property conveyed by a deed from the City that, at the time of conveyance, restricted the property's use to a health care or health-related facility.

H. Fences and free-standing walls of utility services uses shall be set back from the street lot line by an average of 7 feet~~((7))~~ and be no less than 5 feet from the street lot line at any point. Landscaping shall be provided between the fence or wall and the street lot line. The Director may reduce this setback after finding that the reduced setback will not significantly increase project impacts, including but not limited to noise, odor, and the scale of the structure in relation to nearby buildings. Acceptable methods to reduce fence or wall impacts include changes in the height, design or construction of the fence or wall, including the use of materials, architectural detailing, artwork, vegetated trellises, decorative fencing, or similar features to provide visual interest facing the street lot line. Fences and walls may obstruct or allow views to the interior of a site. Where site dimensions and conditions allow, applicants are encouraged to provide both a landscaped setback between the fence or wall and the right-of-way, and a fence or wall that provides visual interest facing the street lot line, through the height, design or construction of the fence or wall, including the use of materials, architectural detailing, artwork, vegetated trellises, decorative fencing, or similar features.

Section 6. A new Section 23.45.550 is added to the Seattle Municipal Code as follows:

**23.45.550 Alternative development standards for low-income housing on property owned or controlled by a religious organization**

In lieu of meeting development standards contained in subsections 23.45.510.B and 23.45.510.C (floor area), subsections 23.45.512.A and 23.45.512.B (density), and subsections 23.45.514.A and 23.45.514.B (height), a proposed development that meets the requirements of Section 23.42.055 may elect to meet the alternative development standards in this Section 23.45.550.

A. Floor area

1. Development permitted pursuant to Section 23.42.055 is subject to the FAR limits as shown in

Table A for 23.45.550.

| <b>Zone</b>                        | <b>Base FAR</b> | <b>Maximum additional exempt FAR<sup>1</sup></b> |
|------------------------------------|-----------------|--|
| LR1                                | 1.5             | 0.3  |
| LR2                                | 1.8             | 0.3  |
| LR3 outside urban centers and urba | 2.5             | 0.5  |
| LR3 inside urban centers and urban | 3.25            | 0.5  |
| MR                                 | 5.0             | 0.5  |
| HR                                 | 16              | 1.0  |

Footnote to Table A for 23.45.550 <sup>1</sup> Gross floor area for uses listed in subsection 23.45.550.B.2 are exempt

2. In addition to the FAR exemptions in subsection 23.45.510.D, an additional FAR exemption up to the total amount specified in Table A for 23.45.550 is allowed for any combination of the following floor area:

- a. Floor area in units with two or more bedrooms and a minimum net unit area of 850 square feet;
- b. Floor area of a religious facility; and
- c. Floor area in a structure designated as a Landmark pursuant to Chapter 25.12; and

d. Any floor area in a development located within 1/4 mile (1,320 feet) of a transit stop or station served by a frequent transit route as defined in subsection 23.54.015.B.4.

3. Split-zoned lots

a. On lots located in two or more zones, the FAR limit for the entire lot shall be the highest FAR limit of all zones in which the lot is located, provided that:

- 1) At least 65 percent of the total lot area is in the zone with the highest FAR limit;
- 2) No portion of the lot is located in a single-family zone; and
- 3) A minimum setback of 10 feet applies for any lot line that abuts a lot in a single-family zone.

b. For the purposes of this subsection 23.45.550.A.3, the calculation of the percentage of a lot or lots located in two or more zones may include lots that abut and are in the same ownership at the time of the permit application.

B. Maximum height

1. Development permitted pursuant to Section 23.42.055 is subject to the height limits as shown in Table B for 23.45.550.

| <b>Zone</b>                                  | <b>Height limit (in feet)</b> |
|--|-------------------------------|
| LR1  | 40                            |
| LR2  | 50                            |
| LR3 outside urban centers and urban villages | 55                            |
| LR3 inside urban centers and urban villages  | 65                            |
| MR   | 95                            |
| HR   | 480                           |

2. Split-zoned lots

a. On lots located in two or more zones, the height limit for the entire lot shall be the

highest height limit of all zones in which the lot is located, provided that:

- 1) At least 65 percent of the total lot area is in the zone with the highest height limit;
- 2) No portion of the lot is located in a single-family zone; and
- 3) A minimum setback of 10 feet applies for any lot line that abuts a lot in a single-family zone.

b. For the purposes of this subsection 23.45.550.B.2, the calculation of the percentage of a lot or lots located in two or more zones may include lots that abut and are in the same ownership at the time of the permit application.

C. Density limits. Development permitted pursuant to this Section 23.45.550 is not subject to the standards of subsections 23.45.512.A and 23.45.512.B.

Section 7. A new Section 23.47A.040 is added to the Seattle Municipal Code as follows:

**23.47A.040 Alternative development standards for low-income housing on property owned or controlled by a religious organization**

In lieu of meeting development standards contained in subsections 23.47A.012.A (height) and 23.47A.013.A (floor area), a proposed development that meets the requirements of Section 23.42.055 may elect to meet the alternative development standards in this Section 23.47A.040.

A. Maximum height

1. The applicable height limit for development permitted pursuant to Section 23.42.055 in NC zones and C zones as designated on the Official Land Use Map, Chapter 23.32 is increased as shown in Table A for 23.47A.040.

| <b>Mapped height limit (in feet)</b> | <b>Height limit (in feet)</b> |
|--------------------------------------|-------------------------------|
| 30                                   | 55                            |
| 40                                   | 75                            |

|     |     |
|-----|-----|
| 55  | 85  |
| 65  | 95  |
| 75  | 95  |
| 85  | 145 |
| 95  | 145 |
| 145 | 200 |
| 200 | 240 |

2. Split-zoned lots

a. On lots located in two or more zones, the height limit for the entire lot shall be the highest height limit of all zones in which the lot is located, provided that:

- 1) At least 65 percent of the total lot area is in the zone with the highest height limit;
- 2) No portion of the lot is located in a single-family zone; and
- 3) A minimum setback of 10 feet applies for any lot line that abuts a lot in a single-family zone.

b. For the purposes of this subsection 23.47A.040.A.2, the calculation of the percentage of a lot or lots located in two or more zones may include lots that abut and are in the same ownership at the time of the permit application.

B. Floor area

1. Development permitted pursuant to Section 23.42.055 is subject to the FAR limits as shown in Table B for 23.47A.040.

| <b>Table B for 23.47A.040 FAR limits for development permitted pursuant to Section 23.42.055</b> |   |   |  |
|--|---|---|--|
| <b>Mapped height limit (in feet)</b>   | <b>FAR limit for development that does not exceed mapped height limit</b> | <b>FAR limit for development that exceeds mapped height limit</b> | <b>Maximum additional exempt FAR<sup>1</sup></b> |
| 30   | 2.75  | 3.25  | 0.5  |
| 40   | 3.5   | 4.5   | 0.5  |
| 55   | 4.25  | 5.25  | 0.5  |
| 65   | 5.25  | 5.75  | 0.5  |

|   |      |      |     |
|---|------|------|-----|
| 75  | 5.75 | 5.75 | 0.5 |
| 85  | 6.25 | 7.0  | 1.0 |
| 95  | 6.5  | 7.0  | 1.0 |
| 145   | 7.25 | 8.0  | 1.0 |
| 200   | 8.5  | 9.0  | 1.0 |
| Footnote to Table A for 23.47A.040 <sup>1</sup> Gross floor area for uses listed in subsection 23.47A.040.B.2 are exempt from FAR calculations up to this amount. |      |      |     |

2. In addition to the FAR exemptions in subsection 23.47A.013.B, an additional FAR exemption up to the total amount specified in Table B for 23.47A.040 is allowed for any combination of the following floor area:

- a. Floor area in units with two or more bedrooms and a minimum net unit area of 850 square feet;
- b. Floor area of a religious facility;
- c. Floor area in a structure designated as a Landmark pursuant to Chapter 25.12; and
- d. Any floor area in a development located within 1/4 mile (1,320 feet) of a transit stop or station served by a frequent transit route as defined in subsection 23.54.015.B.4.

3. Split-zoned lots

- a. On lots located in two or more zones, the FAR limit for the entire lot shall be the highest FAR limit of all zones in which the lot is located, provided that:
  - 1) At least 65 percent of the total lot area is in the zone with the highest FAR limit;
  - 2) No portion of the lot is located in a single-family zone; and
  - 3) A minimum setback of 10 feet applies for any lot line that abuts a lot in a single-family zone.
- b. For the purposes of this subsection 23.47A.040.B.3, the calculation of the percentage of a lot or lots located in two or more zones may include lots that abut and are in the same ownership at the time of the permit application.

C. Upper-level setback. An upper-level setback of 8 feet from the lot line is required for any street-facing facade for portions of a structure exceeding the mapped height limit designated on the Official Land Use Map, Chapter 23.32.

Section 8. A new Section 23.48.100 is added to the Seattle Municipal Code as follows:

**23.48.100 Alternative development standards for low-income housing on property owned or controlled by a religious organization**

A proposed development that meets the requirements of Section 23.42.055 may achieve additional height and FAR as provided in this Section 23.48.100.

A. Maximum height. The applicable maximum height limit for residential uses in development permitted pursuant to Section 23.42.055 in Seattle Mixed zones is increased by the following amounts:

1. For zones with a mapped maximum height limit of 85 feet or less, 20 feet.
2. For zones with a mapped maximum height limit greater than 85 feet, 40 feet.

B. Floor area. The applicable maximum FAR limit for residential uses in development permitted pursuant to Section 23.42.055 in Seattle Mixed zones is increased by the following amounts:

1. For zones with a mapped maximum residential height limit of 85 feet or less, 1.5 FAR.
2. For zones with a mapped maximum residential height limit greater than 85 feet, 3.0 FAR.

Section 9. A new Section 23.49.037 is added to the Seattle Municipal Code as follows:

**23.49.037 Alternative development standards for low-income housing on property owned or controlled by a religious organization**

In lieu of meeting development standards contained in 23.49.008.A (height) and 23.49.011.A.1 (floor area), a proposed development that meets the affordability and eligibility requirements of Section 23.42.055 may elect to meet the alternative development standards in this Section 23.49.037.

A. Maximum height. The applicable maximum height limit for residential uses in development permitted pursuant to Section 23.42.055 in Downtown zones is increased by the following amounts:

1. For zones with a mapped maximum height limit of 85 feet or less, 20 feet.
2. For zones with a mapped maximum height limit greater than 85 feet, 40 feet.

B. Floor area. The applicable maximum FAR limit for residential uses in development permitted pursuant to Section 23.42.055 in Downtown zones is increased by the following amounts:

1. For zones with a mapped maximum height limit of 85 feet or less, 1.5 FAR.
2. For zones with a mapped maximum height limit greater than 85 feet, 3.0 FAR.

Section 10. The Council requests that the Office of Housing, in coordination with the Seattle Department of Construction and Inspections, by March 31, 2022, and then annually for five years thereafter, provide a report to the City Council on all permits issued for developments that used the provisions provided in subsection 23.42.055 during the prior 12-month period. The report should include information on the property (such as the size of the lot and the zoning designations), the affordability levels, whether the project received City funding to support the development, and the ownership structures of the property at the time the permit application was filed, and if known, the ownership structure after a certificate of occupancy is issued or the project passes final inspection.

Section 11. 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 \_\_\_\_\_, 2021, and signed by me in open session in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jenny A. Durkan, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Monica Martinez Simmons, City Clerk

(Seal)

## SUMMARY and FISCAL NOTE\*

| <b>Department:</b> | <b>Dept. Contact/Phone:</b> | <b>CBO Contact/Phone:</b>     |
|--------------------|-----------------------------|-------------------------------|
| OPCD               | Nick Welch, 206-684-8203    | Christie Parker, 206-684-5211 |

*\* 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 affordable housing on properties owned or controlled by religious organizations; modifying existing development standards to facilitate creation of affordable housing; amending Section 23.45.504 of the Seattle Municipal Code, renumbering Section 23.44.009 of the Seattle Municipal Code as Section 23.44.007 and Section 23.44.019 as Section 23.44.009; and adding new Sections 23.42.055, 23.44.019, 23.45.550, 23.47A.040, 23.48.100, and 23.49.037 to the Seattle Municipal Code.

**Summary and background of the Legislation:** To fulfill State requirements, address displacement, and support community resilience, Office of Planning and Community Development (OPCD) is proposing a suite of Land Use Code changes that would provide a development bonus for the construction of affordable housing on property owned or controlled by a religious organization. For qualifying affordable housing developments on religious organization sites, the proposal would increase maximum height, density, and/or floor area limits to allow more affordable homes than existing zoning would allow. The development bonus would range from allowing additional homes (and no height increase) in single-family zones, to 1-3 additional floors in most multifamily and mixed-use zones, to a maximum of six floors in zones with height limits above 85 feet. In accordance with SHB 1377, all housing developed under the proposed provisions must be affordable to households with incomes under 80 percent of area median income (AMI) for 50 years.

### **2. CAPITAL IMPROVEMENT PROGRAM**

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

### **3. SUMMARY OF FINANCIAL IMPLICATIONS**

**Does this legislation amend the Adopted Budget?** \_\_\_ Yes **X** 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?**

The legislation would have no direct financial impacts to the City. Most if not all affordable housing projects eligible for the proposed provisions would likely require public funding from Office of Housing (OH) or another funding source. The legislation could therefore slightly increase the number of funding applications OH receives through its Notice of Funding Availability (NOFA) process.

This legislation would likely require changes to Accela, the cost for which is expected to be less than \$10,000 and will be paid for by Seattle Department of Constructions and Inspections (SDCI).

**Is there financial cost or other impacts of *not* implementing the legislation?**

The City is required under State law to provide a density bonus for affordable housing on religious organization properties. Failure to implement this or similar legislation could invite legal challenges that the City is neglecting an obligation to fulfill its statutory requirements.

**4. OTHER IMPLICATIONS**

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

The legislation would affect and has been developed in partnership with the Office of Housing. As noted above, the legislation could increase the feasibility of affordable housing development on religious organization property, which in turn could increase applications for OH funds. The legislation could slightly alter the permit review process for SDCI by creating a new set of standards for affordable housing on religious organization-owned property. It may require a change in Accela to allow the Office of Housing to track affordable homes created under this new policy like OH does for other units required by the Land Use Code to be affordable. This impact would be minimal (less than \$10,000) and could include:

- 1) **A new document type** to support applicant upload of an agreement showing the intent to provide affordable housing in accordance with the religious property ordinance.
- 2) **A new custom list** to identify which ordinance is applicable given the multiple affordable housing ordinances in development at the moment.
- 3) **A new report** may be necessary but is unlikely to be complex, especially if the custom list in #2 is completed.

**b. Is a public hearing required for this legislation?**

A public hearing will be required under SMC 23.76.062 because this legislation would amend Title 23 and is a Type V Council land use decision.

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

Yes. At least one public hearing will be held during the City Council's deliberative process. Public notice was required in *The Daily Journal of Commerce* and the City's Land Use Information Bulletin of the comment and appeal period for our environmental review under SEPA.

**d. Does this legislation affect a piece of property?**

No. The legislation would not directly affect any specific piece of property but would modify the type and amount of affordable housing development allowed on certain properties owned

or controlled by religious organizations. Our analysis of King County Assessor data suggests that religious organizations currently own about 700 parcels in Seattle.

**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?**

The legislation would provide a new tool to address the challenges of housing affordability and displacement, both of which disproportionately impact BIPOC communities. The Black population in the Central Area has dramatically decreased from more than 70% of the neighborhood's residents in the 1970s to less than one-fifth of the neighborhood's population today. Black faith organizations in the Central Area have advocated for affordable housing development on their property as a strategy to address displacement, strengthen community ties, and maintain community ownership in the neighborhood. When implemented with the support of public funds and tools like community preference, the proposed policy helps address historic and current injustices resulting from institutionalized racist practices by supporting community-driven and community-owned development.

Materials about this proposal on the [OPCD website](#) can be translated. OPCD and OH are planning to send information by mail to properties owned by religious organizations with information in the seven Tier 1 languages identified by OIRA.

**f. Climate Change Implications**

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

The legislation is not likely to have a material effect on carbon emissions. To the extent that the legislation facilitates incrementally more or larger affordable housing development in Seattle, the legislation could marginally increase the number of Seattle residents, specifically lower-income households, able to live in compact neighborhoods where they can meet their daily needs without the use of a vehicle.

**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).**

Not applicable.

**List attachments/exhibits below:**

None



Legislation Text

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**File #:** Appt 01957, **Version:** 1

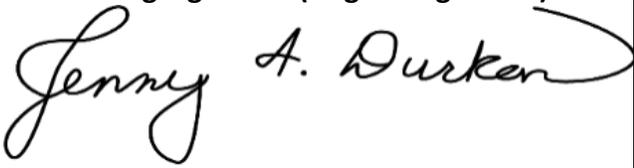
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Appointment of Katie Garrow as member, Green New Deal Oversight Board, for a term to April 30, 2022.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

|   |                                  |   |
|---|----------------------------------|---|
| <b>Appointee Name:</b><br><i>Katie Garrow</i>   |                                  |   |
| <b>Board/Commission Name:</b><br><i>Green New Deal Oversight Board</i>  |                                  | <b>Position Title:</b><br><i>Labor Union Representative</i>   |
| <input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>   |                                  | <b>City Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                                |
| <b>Appointing Authority:</b><br><input type="checkbox"/> City Council<br><input checked="" type="checkbox"/> Mayor<br><input type="checkbox"/> Other: <i>Green New Deal Oversight Board</i>   |                                  | <b>Term of Position: *</b><br>5/1/2020<br><b>to</b><br>4/30/2022<br><br><input type="checkbox"/> <i>Serving remaining term of a vacant position</i> |
| <b>Residential Neighborhood:</b><br><i>Unincorporated KC</i>  | <b>Zip Code:</b><br><b>98146</b> | <b>Contact Phone No.:</b><br>[REDACTED]   |
| <b>Background:</b><br>Katie Garrow is currently the Deputy Executive Director for the MLK Labor Council, where she represents the Council publicly at public hearings, press conferences, rallies, etc. Through her role at MLK Labor, she works with unions in all trades such as fossil fuel dependent jobs like oil refineries, low carbon jobs like childcare providers, and clean energy jobs like electricians who work with hydroelectricity. It is her job to make sure that a transition to a greener economy happens, but does not happen on the back of workers.<br><br>Last year, working with the Seattle Building Trades, 350 Seattle, The Beacon Hill Community Council, Transportation Choices Coalition and many other affiliate unions, they designed a spending plan for the Green New Deal component of the JumpStart Seattle tax. This spending plan is focused on a residential retrofitting program that prioritizes helping low income BIPOC residents transition from oil and natural gas as a heating sources in their homes to electricity. Making sure that these new jobs created are as good or better than the ones in fossil fuel industries. |                                  |   |
| <b>Authorizing Signature (original signature):</b><br>   |                                  | <b>Appointing Signatory:</b><br><i>Jenny A. Durkan</i><br><i>Mayor of Seattle</i>   |
| <b>Date Signed (appointed):</b><br><b>6/8/21</b>  |                                  |   |

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

## Katie Garrow

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### EXPERIENCE

#### **Deputy Executive Director, MLK Labor, Seattle WA (April 2016-present)**

- Represent the Council publicly (public hearings, press conferences, rallies, etc)
- Responsible for operational business of the Council
- Direct political program (endorsements, contributions, coordinate volunteers for campaigns)
- Run and staff internal coalitions with affiliate unions

#### **Union Representative, PTE Local 17, Seattle WA (Aug 2013-April 2016)**

- Co-chair (w/ management) of the City of Seattle Joint Labor Management Healthcare Committee (overseeing benefits for city employees)
- Enforce and negotiate union contracts in the City of Seattle
- Represent members in grievance proceedings (inc mediation, arbitration and settlement negotiations)
- Lobby, campaign and develop policy with elected officials that benefit workers (Let's Move Seattle, Universal Pre-K, departmental funding, paid parental leave, \$15, Office of Labor Standards)

#### **Legislative / Lobbying Intern, Washington State Labor Council, Olympia, WA (Jan-July 2013)**

- Testified on behalf of legislation that affects our constituency
- Track and send our alerts regarding legislation that affects local union affiliates

#### **Political Organizer, IFPTE - Local 21, San Francisco, CA (Aug-Dec 2012)**

- Recruited and trained 260+ volunteers over two months for eight key campaigns
- Supervised phone banks in collaboration with the San Francisco Labor Council
- Spoke at union membership and coalition meetings of 50+ people about the campaigns
- Designed and organized post-election meetings with volunteers and institutionalized 'best practices'
- Recruited multilingual members to reach out to monolingual voters

#### **Interim Day Labor Program Director La Raza Centro Legal, San Francisco, CA (2011-2012)**

- Managed a program of services (health, education, and economic development) for 150+ day laborers
- Recruited and trained 30+ workers to testify at committee hearings and participate in legislative visits
- Secured and managed \$50,000 / yr collaborative jobs program with the City of SF for day laborers
- Tracked metrics and wrote bi-monthly grant reports for a \$150,000 / year contract with the City of SF
- Facilitated weekly popular education courses with day laborers in Spanish

#### **Bank Teller, Bank of the Pacific, Aberdeen, WA (2005-2010)**

### EDUCATION

Pacific Lutheran University; Tacoma, WA; Magna Cum Laude

Bachelor of Arts: Spanish Language and Literature and Global Studies

### OTHER ACTIVITIES

- Board Treasurer, Seattle King County Workforce Development Board (October 2017-present)
- Member, West Seattle Bridge Oversight Board (Jan 2018-April 2019)
- Member, Board of Directors, Yoga Behind Bars (August 2014-August 2017)

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

# Green New Deal Oversight Board

**19** Members: Pursuant to Ordinance 125926, members subject to City Council confirmation, three-year terms:

- 8 City Council – appointed
- 8 Mayor – appointed
- 3 Other Appointing Authority – appointed: **Green New Deal Oversight Board**

**Roster:**

| *D | **G | RD | Position No. | Position Title                       | Name                   | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|----|--------------|--------------------------------------|------------------------|-----------------|---------------|--------|--------------|
| 1  | F   | 2  | 1.           | Member                               | Maria Batayola         | 5/1/20          | 4/30/23       | 1      | Mayor        |
| 4  | M   | 2  | 2.           | Member                               | Matt Remle             | 5/1/20          | 4/30/23       | 1      | City Council |
| 3  | M   | 1  | 3.           | Member                               | Tomás Alberto Madrigal | 5/1/20          | 4/30/23       | 1      | Mayor        |
| 4  | F   |    | 4.           | Member (Tribal Representative)       | Rachel Heaton          | 5/1/20          | 4/30/23       | 1      | City Council |
|    |     |    | 5.           | Member (Tribal Representative)       |                        | 5/1/20          | 4/30/23       |        | Mayor        |
|    |     |    | 6.           | Member (Age 16-25)                   |                        | 5/1/20          | 4/30/23       |        | City Council |
| 2  | M   | 3  | 7.           | Member (Age 16-25)                   | Tyler Valentine        | 5/1/20          | 4/30/23       | 1      | Mayor        |
|    |     |    | 8.           | Member                               |                        | 5/1/20          | 4/30/23       |        | Board        |
| 2  | M   | 2  | 9.           | Environmental Justice Representative | Dennis Comer           | 5/1/20          | 4/30/23       | 1      | Mayor        |
| 1  | F   | 4  | 10.          | Environmental Justice Representative | Debolina Banerjee      | 5/1/20          | 4/30/22       | 1      | City Council |
|    |     |    | 11.          | Environmental Justice Representative |                        | 5/1/20          | 4/30/22       |        | Board        |
| 6  | F   |    | 12.          | Labor Union Representative           | Katie Garrow           | 5/1/20          | 4/30/22       | 1      | Mayor        |
|    |     |    | 13.          | Labor Union Representative           |                        | 5/1/20          | 4/30/22       |        | City Council |
|    |     |    | 14.          | Labor Union Representative           |                        | 5/1/20          | 4/30/22       |        | City Council |
| 6  | M   |    | 15.          | Labor Union Representative           | Keith Weir             | 5/1/20          | 4/30/22       | 1      | Mayor        |
| 6  | F   | 6  | 16.          | Member                               | Jess Wallach           | 5/1/20          | 4/30/22       | 1      | City Council |
|    |     |    | 17.          | Member                               |                        | 5/1/20          | 4/30/22       |        | Board        |
|    |     |    | 18.          | Member                               |                        | 5/1/20          | 4/30/22       |        | City Council |
| 6  | M   | 5  | 19.          | Workforce Training Representative    | Steve Gelb             | 5/1/20          | 4/30/22       | 1      | Mayor        |

**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 |
| <b>Mayor</b>   | 5        | 2        |             |          | 1        | 2                       | 1                |                                |       | 3                       |                  |                |             |
| <b>Council</b> | 1        | 3        |             |          | 1        |                         |                  | 2                              |       | 1                       |                  |                |             |
| <b>Other</b>   |          |          |             |          |          |                         |                  |                                |       |                         |                  |                |             |
| <b>Total</b>   | <b>6</b> | <b>5</b> |             |          | <b>2</b> | <b>2</b>                | <b>1</b>         | <b>2</b>                       |       | <b>4</b>                |                  |                |             |

**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

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**File #:** Appt 01958, **Version:** 1

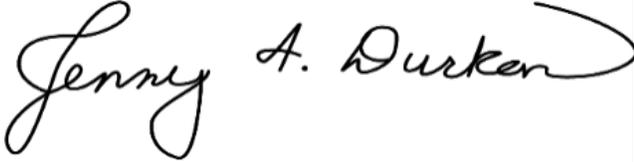
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Appointment of Steve Gelb as member, Green New Deal Oversight Board, for a term to April 30, 2022.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

|   |   |   |
|---|---|---|
| <b>Appointee Name:</b><br>Steve Gelb  |   |   |
| <b>Board/Commission Name:</b><br>Green New Deal Oversight Board   |   | <b>Position Title:</b><br>Workforce Training Representative         |
| <input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment   | <b>City Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                  |   |
| <b>Appointing Authority:</b><br><input type="checkbox"/> City Council<br><input checked="" type="checkbox"/> Mayor<br><input type="checkbox"/> Other: Green New Deal Oversight Board  | <b>Term of Position: *</b><br>5/1/2020<br>to<br>4/30/2022<br><br><input type="checkbox"/> Serving remaining term of a vacant position |   |
| <b>Residential Neighborhood:</b><br>Wedgwood  | <b>Zip Code:</b><br>98115   | <b>Contact Phone No.:</b><br>[REDACTED]                             |
| <b>Background:</b><br>Steve Gelb is currently the Northwest Regional Manager for Emerald Cities Collaborative, where he promotes decarbonization projects and policies bringing benefits to underserved communities. He's responsible for fundraising, program design, and policy development. Steve helped launch the Clean Energy Opportunity Hub that brings HVAC training and WMBE contractor development to BIPOC communities. Implemented RENEW, a comprehensive energy and water efficiency program for affordable housing that includes technical guidance, financing, and project development. Established the WA Building Engineers Consortium to provide career pathways, coordinated training, and certifications. Steve has also collaborated with Seattle City Light to incorporate community benefits into utility programs and helped develop a High Road Agreement for residential contractors and a Community Workforce Agreement for commercial contractors. |   |   |
| <b>Authorizing Signature (original signature):</b><br>   |   | <b>Appointing Signatory:</b><br>Jenny A. Durkan<br>Mayor of Seattle |
| <b>Date Signed (appointed):</b><br>6/8/21   |   |   |

## Steve Gelb



### EXPERIENCE

#### Northwest Regional Manager

2012 – Present

#### **Emerald Cities Collaborative, Seattle, WA**

As Northwest Regional Manager for the Emerald Cities Collaborative, promotes decarbonization projects and policies bringing benefits to underserved communities. Responsible for fundraising, program design, and policy development. With the Seattle team launched the Clean Energy Opportunity Hub that brings HVAC training and WMBE contractor development to BIPOC communities. Implemented RENEW, a comprehensive energy and water efficiency program for affordable housing that includes technical guidance, financing, and project development. Collaborated with Seattle City Light to incorporate community benefits into utility programs. Established the WA Building Engineers Consortium to provide career pathways, coordinated training, and certifications. Developed strategies and promoted policies to support Seattle's Climate Action Plan. Partnered with the City of Seattle on a High Road Agreement for residential contractors and a Community Workforce Agreement for commercial contractors.

#### Executive Director

2009 – 2012

#### **SustainableWorks, Seattle, WA**

Established a new non-profit that provided community organizing, energy audits and energy upgrades to single family homes. Developed partnerships with utilities, municipalities and community-based programs. Hired and supervised key staff. Successfully obtained grants for \$4 million through the Washington State University Energy Program and \$960,000, for credit enhancements to support loan programs, from the WA State Department of Commerce. Delivered 1,250 energy audits and 475 upgrades in its first two years saving over 2 million tons of carbon dioxide and \$250,000 per year for homeowners. Innovative financing programs lent over \$1 million to homeowners.

#### Marketing Manager, Office Furniture and Outdoor Products Industries

1979 – 2009

### EDUCATION

#### **Cornell University, Ithaca, NY, Bachelor of Arts, Government**

1974 – 1978

### AFFILIATIONS AND MEMBERSHIPS

- Technical Advisory Board for Sustainable Building Science Technology program at South Seattle College
- Housing Development Consortium Exemplary Buildings Task Force
- Seattle City Light Integrated Resource Plan Review Committee
- Community Power Works, Stakeholder Evaluation and Implementation Committee
- WA Construction Center of Excellence

## **PROFESSIONAL DEVELOPMENT**

- University of Washington, Leadership that Shapes the Future
- California Institute of Technology, Integrated Strategic Planning

# Green New Deal Oversight Board

**19** Members: Pursuant to Ordinance 125926, members subject to City Council confirmation, three-year terms:

- 8 City Council – appointed
- 8 Mayor – appointed
- 3 Other Appointing Authority – appointed: **Green New Deal Oversight Board**

**Roster:**

| *D | **G | RD | Position No. | Position Title                       | Name                   | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|----|--------------|--------------------------------------|------------------------|-----------------|---------------|--------|--------------|
| 1  | F   | 2  | 1.           | Member                               | Maria Batayola         | 5/1/20          | 4/30/23       | 1      | Mayor        |
| 4  | M   | 2  | 2.           | Member                               | Matt Remle             | 5/1/20          | 4/30/23       | 1      | City Council |
| 3  | M   | 1  | 3.           | Member                               | Tomás Alberto Madrigal | 5/1/20          | 4/30/23       | 1      | Mayor        |
| 4  | F   |    | 4.           | Member (Tribal Representative)       | Rachel Heaton          | 5/1/20          | 4/30/23       | 1      | City Council |
|    |     |    | 5.           | Member (Tribal Representative)       |                        | 5/1/20          | 4/30/23       |        | Mayor        |
|    |     |    | 6.           | Member (Age 16-25)                   |                        | 5/1/20          | 4/30/23       |        | City Council |
| 2  | M   | 3  | 7.           | Member (Age 16-25)                   | Tyler Valentine        | 5/1/20          | 4/30/23       | 1      | Mayor        |
|    |     |    | 8.           | Member                               |                        | 5/1/20          | 4/30/23       |        | Board        |
| 2  | M   | 2  | 9.           | Environmental Justice Representative | Dennis Comer           | 5/1/20          | 4/30/23       | 1      | Mayor        |
| 1  | F   | 4  | 10.          | Environmental Justice Representative | Debolina Banerjee      | 5/1/20          | 4/30/22       | 1      | City Council |
|    |     |    | 11.          | Environmental Justice Representative |                        | 5/1/20          | 4/30/22       |        | Board        |
| 6  | F   |    | 12.          | Labor Union Representative           | Katie Garrow           | 5/1/20          | 4/30/22       | 1      | Mayor        |
|    |     |    | 13.          | Labor Union Representative           |                        | 5/1/20          | 4/30/22       |        | City Council |
|    |     |    | 14.          | Labor Union Representative           |                        | 5/1/20          | 4/30/22       |        | City Council |
| 6  | M   |    | 15.          | Labor Union Representative           | Keith Weir             | 5/1/20          | 4/30/22       | 1      | Mayor        |
| 6  | F   | 6  | 16.          | Member                               | Jess Wallach           | 5/1/20          | 4/30/22       | 1      | City Council |
|    |     |    | 17.          | Member                               |                        | 5/1/20          | 4/30/22       |        | Board        |
|    |     |    | 18.          | Member                               |                        | 5/1/20          | 4/30/22       |        | City Council |
| 6  | M   | 5  | 19.          | Workforce Training Representative    | Steve Gelb             | 5/1/20          | 4/30/22       | 1      | Mayor        |

**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 |
| <b>Mayor</b>   | 5        | 2        |             |          | 1        | 2                       | 1                |                                |       | 3                       |                  |                |             |
| <b>Council</b> | 1        | 3        |             |          | 1        |                         |                  | 2                              |       | 1                       |                  |                |             |
| <b>Other</b>   |          |          |             |          |          |                         |                  |                                |       |                         |                  |                |             |
| <b>Total</b>   | <b>6</b> | <b>5</b> |             |          | <b>2</b> | <b>2</b>                | <b>1</b>         | <b>2</b>                       |       | <b>4</b>                |                  |                |             |

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- \*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

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**File #:** Appt 01959, **Version:** 1

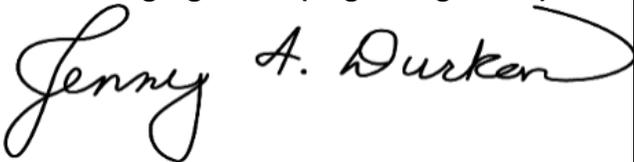
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Appointment of Keith Weir as member, Green New Deal Oversight Board, for a term to April 30, 2022.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

|   |   |  |
|---|---|--|
| <b>Appointee Name:</b><br>Keith Weir  |   |  |
| <b>Board/Commission Name:</b><br>Green New Deal Oversight Board   |   | <b>Position Title:</b><br>Labor Union Representative |
| <input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment   | <b>City Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                  |  |
| <b>Appointing Authority:</b><br><input type="checkbox"/> City Council<br><input checked="" type="checkbox"/> Mayor<br><input type="checkbox"/> Other: Green New Deal Oversight Board  | <b>Term of Position: *</b><br>5/1/2020<br>to<br>4/30/2022<br><br><input type="checkbox"/> Serving remaining term of a vacant position |  |
| <b>Residential Neighborhood:</b><br>Neighborhood  | <b>Zip Code:</b><br>98032   | <b>Contact Phone No.:</b><br>[REDACTED]              |
| <b>Background:</b><br>Keith Weir is currently the Business Representative and Political Director for IBEW Local 46, covering all Project Labor Agreements and Community Workforce Agreements in Seattle and King County. He is a past Board Chair and current Board member of ANEW, the longest running and original pre-apprenticeship program in the nation. Keith is a native Seattleite raised in White Center and graduated from Rainier Beach High School. He is passionate about building careers, not just jobs, and wants to ensure that projects coming out of Seattle's Green New Deal be good family wage jobs to ensure a better future for our kids and grandkids. He has been involved with the Sound Alliance since its inception here in Seattle and works closely with Emerald Cities Seattle, ensuring pathways for community to Green collar careers. |   |  |
| <b>Authorizing Signature (original signature):</b><br>   | <b>Appointing Signatory:</b><br>Jenny A. Durkan<br>Mayor of Seattle   |  |
| <b>Date Signed (appointed):</b><br>6/8/21   |   |  |

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



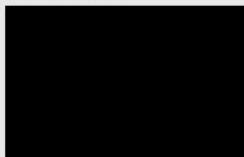
# KEITH WEIR

Political Director, IBEW 46

## PROFILE

Keith is a Seattle native, born and raised right here!! Rainier Beach High school Grad', Class of '86!! United States Navy 1986-1992, Electronic Warfare Technician. Came home and worked for 7 ½ years for a Geotechnical Engineering company, before finding the IBEW in 1999! This has afforded me the opportunity to support my lovely wife and three children on a single income, with healthcare and benefits!!

## CONTACT



## HOBBIES

Hiking  
Reading  
Movies  
Music

## EDUCATION

---

### Rainier Beach High School

1982 - 1986

### United States Navy

1986 - 1992

Various assignments, USS Texas CGN-39-EW operator/Technician. San Diego NAVSEA Command, SIMA/NRMF Long Beach - Technical Representative for West Coast based platforms.

## WORK EXPERIENCE

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### IBEW Local 46, Business Representative/Political Director

2014–Present

Business Representative covering all Project Labor Agreements and Community Workforce Agreements in Seattle and King County. Past Board Chair and current Board member of ANEW (the longest running and original pre-apprenticeship program in the nation).

### Seattle Building Trades, Assistant Executive Secretary

2009–2014

Responsibilities included running weekly Pre-Job conferences for contractors for multiple jurisdiction projects, (Port of Seattle, City of Seattle, King County, etc.)

Appointed to the Sound Transit Diversity Oversight Committee. Active member and Co-chair of Emerald Cities Seattle; Member of Seattle's High Road Agreement Task Force. Negotiated and maintained relationships on multiple large regional projects. Trained in Mediations with the FMCS. Involvement with community through pre-apprenticeship agreements, and outreach to help diversify workforce.

### IBEW Local 46 Intern/Registrar

2007–2009

Came onto staff from the field for a nine-month internship to be exposed to operations of the Local and wound up staying to be the Local Registrar for the 2008 Presidential election cycle.

Great opportunity for me to learn and adapt leadership style and hone political acumen.

Prior to this I completed a 5-year apprenticeship and became a licensed Journeyman electrician (EL-01), and worked in the field for many of our contractors.

# Green New Deal Oversight Board

**19** Members: Pursuant to Ordinance 125926, members subject to City Council confirmation, three-year terms:

- **8** City Council – appointed
- **8** Mayor – appointed
- **3** Other Appointing Authority – appointed: **Green New Deal Oversight Board**

**Roster:**

| *D | **G | RD | Position No. | Position Title                       | Name                   | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|----|--------------|--------------------------------------|------------------------|-----------------|---------------|--------|--------------|
| 1  | F   | 2  | 1.           | Member                               | Maria Batayola         | 5/1/20          | 4/30/23       | 1      | Mayor        |
| 4  | M   | 2  | 2.           | Member                               | Matt Remle             | 5/1/20          | 4/30/23       | 1      | City Council |
| 3  | M   | 1  | 3.           | Member                               | Tomás Alberto Madrigal | 5/1/20          | 4/30/23       | 1      | Mayor        |
| 4  | F   |    | 4.           | Member (Tribal Representative)       | Rachel Heaton          | 5/1/20          | 4/30/23       | 1      | City Council |
|    |     |    | 5.           | Member (Tribal Representative)       |                        | 5/1/20          | 4/30/23       |        | Mayor        |
|    |     |    | 6.           | Member (Age 16-25)                   |                        | 5/1/20          | 4/30/23       |        | City Council |
| 2  | M   | 3  | 7.           | Member (Age 16-25)                   | Tyler Valentine        | 5/1/20          | 4/30/23       | 1      | Mayor        |
|    |     |    | 8.           | Member                               |                        | 5/1/20          | 4/30/23       |        | Board        |
| 2  | M   | 2  | 9.           | Environmental Justice Representative | Dennis Comer           | 5/1/20          | 4/30/23       | 1      | Mayor        |
| 1  | F   | 4  | 10.          | Environmental Justice Representative | Debolina Banerjee      | 5/1/20          | 4/30/22       | 1      | City Council |
|    |     |    | 11.          | Environmental Justice Representative |                        | 5/1/20          | 4/30/22       |        | Board        |
| 6  | F   |    | 12.          | Labor Union Representative           | Katie Garrow           | 5/1/20          | 4/30/22       | 1      | Mayor        |
|    |     |    | 13.          | Labor Union Representative           |                        | 5/1/20          | 4/30/22       |        | City Council |
|    |     |    | 14.          | Labor Union Representative           |                        | 5/1/20          | 4/30/22       |        | City Council |
| 6  | M   |    | 15.          | Labor Union Representative           | Keith Weir             | 5/1/20          | 4/30/22       | 1      | Mayor        |
| 6  | F   | 6  | 16.          | Member                               | Jess Wallach           | 5/1/20          | 4/30/22       | 1      | City Council |
|    |     |    | 17.          | Member                               |                        | 5/1/20          | 4/30/22       |        | Board        |
|    |     |    | 18.          | Member                               |                        | 5/1/20          | 4/30/22       |        | City Council |
| 6  | M   | 5  | 19.          | Workforce Training Representative    | Steve Gelb             | 5/1/20          | 4/30/22       | 1      | Mayor        |

**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 |
| <b>Mayor</b>   | 5        | 2        |             |          | 1        | 2                       | 1                |                                |       | 3                       |                  |                |             |
| <b>Council</b> | 1        | 3        |             |          | 1        |                         |                  | 2                              |       | 1                       |                  |                |             |
| <b>Other</b>   |          |          |             |          |          |                         |                  |                                |       |                         |                  |                |             |
| <b>Total</b>   | <b>6</b> | <b>5</b> |             |          | <b>2</b> | <b>2</b>                | <b>1</b>         | <b>2</b>                       |       | <b>4</b>                |                  |                |             |

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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

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**File #:** Appt 01960, **Version:** 1

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Appointment of Maria Batayola as member, Green New Deal Oversight Board, for a term to April 30, 2023.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

|  |  |   |
|--|--|---|
| <b>Appointee Name:</b><br><i>Maria Batayola</i>  |  |   |
| <b>Board/Commission Name:</b><br><i>Green New Deal Oversight Board</i>   |  | <b>Position Title:</b><br><i>Member</i> |
| <input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>  | <b>City Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                         |   |
| <b>Appointing Authority:</b><br><input type="checkbox"/> City Council<br><input checked="" type="checkbox"/> Mayor<br><input type="checkbox"/> Other: <i>Green New Deal Oversight Board</i>  | <b>Term of Position: *</b><br>5/1/2020<br>to<br>4/30/2023<br><br><input type="checkbox"/> <i>Serving remaining term of a vacant position</i> |   |
| <b>Residential Neighborhood:</b><br><i>Beacon Hill</i>   | <b>Zip Code:</b><br><b>98144</b>   | <b>Contact Phone No.:</b><br>[REDACTED] |
| <b>Background:</b><br>Maria Batayola is co-founder of the Community Coalition for Environmental Justice (CCEJ) along with 40+ other community activists. Together they introduced the concept to Seattle to recognize environmental harm to BIPOC, immigrant and refugee communities. CCEJ campaigns included stopping Veterans Hospital from burning tissue due to dioxin release, educating Vietnamese nail salon workers regarding toxins in nail supplies, and Duwamish River toxin tours. Since 2015, Maria has volunteer through El Centro de la Raza as the Environmental Justice Coordinator, building a movement and educating community members on the said effects and co-development of the Community Action Plan (CAP). Maria is also the chair of the Beacon Hill Council, advocating for a welcoming, diverse, and healthy community neighborhood. She leads two major ongoing campaigns on anti-displacement and environmental justice air and noise pollution from aircraft and road emissions. She also currently works with King County Council to include aircraft emissions in the GHG inventory process for identifying target reduction and review of GHG reduction strategies to ensure effectiveness and viability. |  |   |
| <b>Authorizing Signature (original signature):</b><br>[REDACTED]   | <b>Appointing Signatory:</b><br><i>Jenny A. Durkan</i><br><i>Mayor of Seattle</i>  |   |
| <b>Date Signed (appointed):</b><br><b>6/8/21</b>   |  |   |

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

**Goal: To serve on Green New Deal Oversight Board to ensure that frontline communities receive appropriate direct investments that helps them move forward as strong resilient communities beyond recovery from Covid, historic cumulative social, economic and environmental inequities and climate.**

**Related Current Work:**

- 1993 -2013 Co-founder of Community Coalition for Environmental Justice (CCEJ) with 40+ other community activists. Introduced concept to Seattle to recognize harm to BIPOC, immigrant and refugee communities. CCEJ campaigns included stopping Veterans Hospital from burning tissue due to dioxin release, educating Vietnamese nail salon workers re toxins in nail supplies, Duwamish River toxin tours. 1993-2014 Focused on organizational and financial issues through the years. Acted as bridge to transfer of CCEJ 501c3 and curriculum assets to Got Green in 2013-14.
- 2015 to Present. Beacon Hill air and noise pollution from aircraft and roads emissions.
  - 2016 to Present. Volunteer El Centro De La Raza EJ Coordinator. Building a movement. Co-wrote and implemented 2017-2018 EPA collaborative problem solving community education and empowerment grant. Beacon Hill is under the flight path and not eligible for mitigation. Organized 24 community meetings in 6 languages to reach 467 community members to educate them on the said effects and co-develop the Community Action Plan (CAP). Re-granted EPA to 3 community scientist projects to measure noise pollution. Obtained Seattle allocation for UW Beacon Hill Quantitative Ultra Fine Particle & Noise. Provided annual feedback to community to share new learnings and get guidance on strategies and tactics. Locate resources and build capacity. Give talks and presentations. Represent El Centro at Front & Centered (statewide EJ Coalition) Policy Committee for cross learning, identification and prioritization of issues and bills to advocate for or against, mobilize others, contact legislators and testify for bills. Review and comment on Port of Seattle, Puget Sound Regional Council and Transportation Commission long term vision documents, and short-term plans. Give talks and presentations. Current joint effort with El Centro and Beacon Hill Council, working with King County Council to include aircraft emission in the GHG inventory, process for identifying target reduction and review of GHG reduction strategies to ensure effectiveness and viability.
  - 2016 to present. Beacon Hill Council chair advocating for a welcoming, diverse and healthy community neighborhood. Lead two major ongoing campaigns – anti-displacement and environmental justice air and noise pollution from aircraft and roads emissions. Give voice and advocate for community/equity issues and needs as Beacon Hill has 32K residents with 72% BIPOC and 44% immigrants and refugees. Lead advocacy for housing for low-income people to include homes for wealth building purposes and historic preservation; passage of HB 1847 to expand the aircraft noise abatement area to include Beacon Hill and surrounding areas; introduction of federal bill for ineligible communities like Beacon Hill to find a pathway for mitigation; current fundraising to purchase 20.9 acre Brick Pit urban forest slated for development for preservation and pollution filtration purposes; supported United Church of Christ and Got Green resiliency hub in Beacon Hill; and advocating to resolve infrastructure inequities and fighting for just transition and resiliency.

**Education:**

M.A. ABS in Organizational Development & Transformation, LIOS, City University. BA Political Science, BA in Theatre, University of Washington. Completed Training in HR certification and Mediation.

**Business Background:**

- 1977-2010 33 years of leading equity and inclusion programs at Metro, King County, Metro King County (14,000 employees) and leading human services at King County Public Works and Seattle Center. Extensive labor experience. 2011-2013 Taught upper level Public Policy at Seattle Central College to Bachelors Program.
- Jump Start consultant since 1998 serving private, public, non-profit entities and community for organizational, community and equity/cross cultural competency development. Since 2007, provided services pro bono for community groups/orgs.

**Business Recognition:**

Received three King County Executive Ron Sims' excellence award in 1998, 2000, 2001 for stakeholder management during anti-affirmative action state initiative and legislation, disability complaint reduction and curriculum development. King County

Dept. of Executive Admin Director's Award for employment process improvement. Apple Award for Wellness Program, King County, Public Works. City of Seattle City Works Team Finalist for Environmental Justice Needs Assessment.

#### **Anti-Racist Arts, Culture & History:**

- 1974 to 1987. Co-Founder TEA forerunner of NW Asian American Theatre. Actor. Wrote 4 produced plays.
- 1970 to now. Co-Founder and Co-Chair of Pinoy Words Expressed Kultura Arts (PWEKA). Advocate, produce Filipino and Fil Am arts, all genre art and culture. Founded Pinoy Brown Box to fund performance venues.
- Wing Luke Museum, served on 6 Community Advisory Committees to guide exhibit development.
- 2008-9 Associate Editor for book & copy *Pamana III: Bayanihan Legacy of Filipino Community of Seattle*.
- 2008 to now. FANHS National Office. Digitizing Oral History Tapes lead, grant writer, fundraiser and coordination.
- 2009 to now. FANHS National & PWEKA lead coordinator for concept/content and resource development with Architect Alex Rolluda design, construction and installation of historical kiosk "Honoring Filipinos in Chinatown International District 1910 to 2009". 2019-20 WING, FANHS & PWEKA lead researcher with 3 interns Filipino asset mapping for Chinatown ID.
- 2014-15 Co-Chair Legacy of Justice Committee for Hirabayashi Place 96-unit housing building. Co-chaired identification of building historical art for educational purposes and led \$300K fund development.
- 2015-17 FANHS Museum. Brokered with Wing loan of *Singgalot* Smithsonian Exhibit for FANHS Museum opening. Raised funds for *FANHS National Exhibit Work: 1900-1970*. Collaborated with FANHS Stockton the development of and raised funds for "*Filipino Immigration History Exhibit*."
- 2020-22 Member of Art Integration Committee for Uncle Bob's Place (planned 8 story 126 housing units) and incoming chair for fund development committee to raise at least \$400K to fund said art elements for Uncle Bob's building.
- 2020-26 Filipino American National Historical Society Trustee.

#### **Community Service:**

- Co-founded non-profit agencies CommonWealth Fund, API Women & Family Safety Center, TEA (forerunner of Northwest Asian American Theatre), and Community Coalition for Environmental Justice. Facilitated founding of Health Justice Network and Mature Workers Alliance. Advisor at Festal, SC Academy, Wing Luke. Founding Co-Chair Pinoy Words Expressed Kultura Arts. Founder of Pinoy Brown Box.
- Current: Beacon Hill Council Chair. International Examiner Board Member. Historic South Downtown (state foundation) for Chinatown ID and Pioneer Square. Chair of Organizational Development and Sustainability. Convenor for Filipino American Political Action Group of Washington.
- Past: 2014-2018 Co-founded and co-chaired API Candidates Forum in Seattle. Former President of FACES (Filipino American Civic Employees of Seattle). Chaired/President of APA Coalition for Equity, Governor's Affirmative Action Committee, Church Council of Greater Seattle Immigration Reform Control Act Project, the API Women's Caucus, Seattle Center Employee Development and Leadership Institute, FAPAGOW. Vice-Chair of Seattle Women's Commission. Board member of WA Coalition of Churches co-developed Religious Coalition for the Common Good. Historic South Downtown

#### **Community Recognition:**

Seattle Center Foundation Legion of Honor Inductee (first person of color to receive distinction). VIP (Very Important Pinoy) Filipino American National Historical Society Recipient. 2001 Top Ten Contributors by Northwest Asian Weekly. 2004 International Examiner Community Voice Award. 2011 Northwest Asian Weekly Eco Women Award.

# Green New Deal Oversight Board

**19** Members: Pursuant to Ordinance 125926, members subject to City Council confirmation, three-year terms:

- **8** City Council – appointed
- **8** Mayor – appointed
- **3** Other Appointing Authority – appointed: **Green New Deal Oversight Board**

**Roster:**

| *D | **G | RD | Position No. | Position Title                       | Name                   | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|----|--------------|--------------------------------------|------------------------|-----------------|---------------|--------|--------------|
| 1  | F   | 2  | 1.           | Member                               | Maria Batayola         | 5/1/20          | 4/30/23       | 1      | Mayor        |
| 4  | M   | 2  | 2.           | Member                               | Matt Remle             | 5/1/20          | 4/30/23       | 1      | City Council |
| 3  | M   | 1  | 3.           | Member                               | Tomás Alberto Madrigal | 5/1/20          | 4/30/23       | 1      | Mayor        |
| 4  | F   |    | 4.           | Member (Tribal Representative)       | Rachel Heaton          | 5/1/20          | 4/30/23       | 1      | City Council |
|    |     |    | 5.           | Member (Tribal Representative)       |                        | 5/1/20          | 4/30/23       |        | Mayor        |
|    |     |    | 6.           | Member (Age 16-25)                   |                        | 5/1/20          | 4/30/23       |        | City Council |
| 2  | M   | 3  | 7.           | Member (Age 16-25)                   | Tyler Valentine        | 5/1/20          | 4/30/23       | 1      | Mayor        |
|    |     |    | 8.           | Member                               |                        | 5/1/20          | 4/30/23       |        | Board        |
| 2  | M   | 2  | 9.           | Environmental Justice Representative | Dennis Comer           | 5/1/20          | 4/30/23       | 1      | Mayor        |
| 1  | F   | 4  | 10.          | Environmental Justice Representative | Debolina Banerjee      | 5/1/20          | 4/30/22       | 1      | City Council |
|    |     |    | 11.          | Environmental Justice Representative |                        | 5/1/20          | 4/30/22       |        | Board        |
| 6  | F   |    | 12.          | Labor Union Representative           | Katie Garrow           | 5/1/20          | 4/30/22       | 1      | Mayor        |
|    |     |    | 13.          | Labor Union Representative           |                        | 5/1/20          | 4/30/22       |        | City Council |
|    |     |    | 14.          | Labor Union Representative           |                        | 5/1/20          | 4/30/22       |        | City Council |
| 6  | M   |    | 15.          | Labor Union Representative           | Keith Weir             | 5/1/20          | 4/30/22       | 1      | Mayor        |
| 6  | F   | 6  | 16.          | Member                               | Jess Wallach           | 5/1/20          | 4/30/22       | 1      | City Council |
|    |     |    | 17.          | Member                               |                        | 5/1/20          | 4/30/22       |        | Board        |
|    |     |    | 18.          | Member                               |                        | 5/1/20          | 4/30/22       |        | City Council |
| 6  | M   | 5  | 19.          | Workforce Training Representative    | Steve Gelb             | 5/1/20          | 4/30/22       | 1      | Mayor        |

**SELF-IDENTIFIED DIVERSITY CHART**

|                | Male     |          | Female      |          | Transgender |                         | NB/ O/ U         |                                | (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 |     |     |     |     |
| <b>Mayor</b>   | 5        | 2        |             |          | 1           | 2                       | 1                |                                |       | 3                       |                  |                |             |     |     |     |     |
| <b>Council</b> | 1        | 3        |             |          | 1           |                         |                  | 2                              |       | 1                       |                  |                |             |     |     |     |     |
| <b>Other</b>   |          |          |             |          |             |                         |                  |                                |       |                         |                  |                |             |     |     |     |     |
| <b>Total</b>   | <b>6</b> | <b>5</b> |             |          | <b>2</b>    | <b>2</b>                | <b>1</b>         | <b>2</b>                       |       | <b>4</b>                |                  |                |             |     |     |     |     |

**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

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**File #:** Appt 01961, **Version:** 1

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Appointment of Dennis Comer as member, Green New Deal Oversight Board, for a term to April 30, 2023.

The Appointment Packet is provided as an attachment.

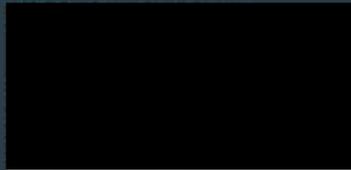


# City of Seattle Boards & Commissions Notice of Appointment

|  |   |   |
|--|---|---|
| <b>Appointee Name:</b><br><i>Dennis Comer</i>  |   |   |
| <b>Board/Commission Name:</b><br><i>Green New Deal Oversight Board</i>   |   | <b>Position Title:</b><br><i>Environmental Justice Representative</i> |
| <input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>  | <b>City Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                                |   |
| <b>Appointing Authority:</b><br><input type="checkbox"/> City Council<br><input checked="" type="checkbox"/> Mayor<br><input type="checkbox"/> Other: <i>Green New Deal Oversight Board</i>  | <b>Term of Position: *</b><br>5/1/2020<br><b>to</b><br>4/30/2023<br><br><input type="checkbox"/> <i>Serving remaining term of a vacant position</i> |   |
| <b>Residential Neighborhood:</b><br><i>Seward Park</i>   | <b>Zip Code:</b><br><b>98118</b>  | <b>Contact Phone No.:</b><br>[REDACTED]                               |
| <b>Background:</b><br>Dennis Comer is a community leader ensuring marginalized communities are not overlooked in the creation of plans and policy. As a research analyst, he is at the crossroads of science and the ability to translate that science into laypeople terms in ways that are meaningful and impactful. As the program manager of the Central Area Collaborative, Dennis has steered the organization towards an EcoDistrict model and support an approach to managing cross community solidarity. Not only has Dennis helped craft Design Guideline language for the Central Area, but also enabled the formation of a Design Review Board, enabling the community to challenge development that was detrimental to their existence. He has served as a member of the Environmental Justice Committee as an advocate for equity in policy. |   |   |
| <b>Authorizing Signature (original signature):</b><br>[REDACTED]   | <b>Appointing Signatory:</b><br><i>Jenny A. Durkan</i><br><i>Mayor of Seattle</i>   |   |
| <b>Date Signed (appointed):</b><br><b>6/8/21</b>   |   |   |

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

## Contact



## Top Skills

Program Management  
Leadership  
Business Development

## Languages

Spanish

## Certifications

DOD/DHS Test and Evaluation Level III  
EcoDistricts Accredited Professional  
Student Pilot

## Publications

Money Myths and Money Mistakes

# Dennis Comer

Community Development Manager | Operations & Logistics | Top Secret Clearance

Seattle, Washington

## Summary

Over 30 years experience as a logistician. Over 20 years as an Operations Research professional delivering comprehensive analysis and reports to decision makers and C-suite management. Specialize in translating high level technical analysis into lay people terms. I possess a broad spectrum of capabilities and strengths ranging from logistics management and supply distribution to testing and evaluation of systems and components to small business ownership and entrepreneurial related functions.

Pursuing a graduate degree in Aeronautics to augment my pursuit of a private pilots certification.

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## Experience

### Transportation Security Administration (TSA)

Operations Research Analyst/Operational Test Director

February 2010 - Present

Arlington, VA

Operational Test Director for Checked Baggage Screening Systems and Passenger Screening Systems (CAT/Biometrics)

### Transportation Security Administration

Research Analyst

February 2010 - Present

Arlington, Virginia

Test and Evaluation Division; Operational Test Branch

Serve as a senior research analyst responsible for guiding all aspects of developing testing and evaluation strategy for cargo and passenger screening equipment. Primary duties include developing the operational test plan (OTP); providing input into the Test and Evaluation Master Plan (TEMP); providing risk analysis to testing; developing Event Design Plans (EDP) for specific elements of testing; conducting the test; gathering all evaluation data and reports from various other testing activities and developing the System Evaluation

Report (SER). Adept at managing risk and developing Risk Assessments for course of action planning. Additional duties include site coordination at the various airports throughout the United States for reception and integration of passenger and cargo screening equipment.

#### PIRAAS

Managing Director  
July 2005 - Present  
Seattle, Washington

Community engagement practitioner in Equity, Inclusion and Community Development. Wireless Mobile Application Software Development and Advisory Consultant for TLDE. Test and Evaluation strategy and business development consultant; Small Business organization and operations efficiency consultant.

#### United States Department of Defense

2 years 5 months

Branch Chief, Science/Technology and Test/Evaluation  
January 2009 - January 2010 (1 year 1 month)  
Pentagon

Act as the Team Leader for the branch. Ensure quality of the technical integration and interoperability analyses while satisfying suspense dates. Ensure continuity of branch efforts. Ensure G8 fiscal positions are achieved in coordination with the G8 System Synchronization Officers (SSO). Identify and resolve transition issues. Inform FDT Division Chief on status of branch efforts, and determine topics needing G8 leadership involvement. Brief, prep, and inform G8 leadership as required. Maintain effective liaisons with outside organizations. Act as the G8 lead for the DARPA S&T program. Understand the status of S&T efforts at DARPA and its fiscal and transition implications to the G8 organization. Influence the DARPA efforts in accordance with G8 fiscal guidance. Represent G8 at DARPA meetings, and prep G8 leadership at senior level meetings. Act as the G8 Lead for the joint experiments and demonstrations. Understand the status of joint experimentation and demonstration efforts and its relationships to the Army Experimentation Program. Identify any fiscal and transition impacts to the G8 organization and determine resolutions. Influence the joint experimentation and demonstration efforts in accordance with G8 fiscal guidance. Represent G8 at meetings, and prep G8 leadership at senior level meetings.

Cost Analyst  
September 2007 - January 2009 (1 year 5 months)

#### Pentagon

Perform a broad range of studies in areas relating to cost, statistical, operational and economic analysis. Review for validity, methodologies used in economic analyses supporting decisions at HQDA. Collect, develop, and distribute economic analysis concepts, methods, and data among the major Army organizations and provide in-house function for data sources, methods, analysis techniques, areas of application and interpretation for policy guidance and procedures relating to economic analysis. Accomplishments: Developed reimbursable rates for army equipment to include trailers, generators and water production equipment, facilitating interagency actions in response to natural disasters and humanitarian efforts. Provided analysis and guidance to the HQDA logistics community by validating the business case analysis for the Modular Fuel System. Developed the taxonomy of army unit missions and functions for use in the HQDA G3 training models

#### Army Test and Evaluation Command (ATEC)

##### Military Evaluator

February 2003 - August 2007 (4 years 7 months)

Alexandria, VA

Serve as an Army Test and Evaluation Command System Team Chairman. The team consists of 7 or more members ranging from military and civilian technical and operational testing officials, analysts and specialty engineers; created and presented reports and recommendations to senior executives.

#### US Transportation Command

##### Technology Analyst

January 2000 - January 2003 (3 years 1 month)

Scott AFB, IL

Serve as a technology analyst responsible for integrating and capitalizing on transportation technology developments in both private and public sectors to enhance the Defense Transportation System. Analyze the impact of proposed transportation related concepts and technologies using an end-to-end transportation system perspective.

##### Selected Contribution:

Superb analytical skills and management of the \$500K TrAMS project was lauded as an example for other Army transportation research and development projects.

TrAMS project reduced time (45 minutes to 20 seconds), manpower (10 people to 2 people) and increased accuracy of data capture (100%) as Army units move to deploy.

Skillfully managed the change in management and contractual procedures between California State University Long Beach and SPAWAR Systems Center allowing an immediate real dollar savings of \$300,000 and over \$3M in program management and cost overhead fees.

### 3rd Infantry Division

Transportation Officer

January 1998 - January 2000 (2 years 1 month)

Ft Stewart, GA, Bosnia

Serve as the Movement Control Officer within the 3rd Infantry Division, responsible for planning, coordinating and managing transportation assets within the division. Serve as the principle staff proponent for all transportation issues including road, air, sea and rail movements.

Selected Contribution:

Balanced the capabilities of four support battalions by accurately and methodically templating movement distances resulting in perfectly timed and synchronized resupply of each Brigade Combat Team (BCT).

Recognized as the consummate transportation expertise on all aspects of deployments within the DISCOM as shown by the two unit deployments to Kuwait and 3rd Brigades deployment to the NTC.

### US Army

11 years 1 month

Midlevel Transportation Management Positions

January 1994 - January 1998 (4 years 1 month)

Somalia, Ft Sill, Ft Lee

Served in various Transportation and Logistics management positions from Platoon Leader to Company Commander. Responsible for all training, administration and career development for 237 personnel. Responsible for equipment totalling in excess of \$275 million dollars which included the latest transportation PLS trucks. Logistics missions ranged from cross country line haul missions, to logistical resupply and port operations of ammunition and medical supplies in support of field artillery operations and a Combat Field Hospital.

Senior Administrative/HR Specialist

January 1992 - January 1994 (2 years 1 month)

Ft Sill

Served as the administrative expert and technical advisor in matters related to budget, property, travel, procurement, human resources, or other program

activities for over 1800 personnel. Responsible for IT equipment and personnel/financial systems totalling in excess of \$25 million dollars. Provided direct supervision of 25 administrative, personnel, legal, and financial specialists. Responsible for conducting program and management reviews and providing advice and guidance, including interpretations, opinions, or decisions, regarding any command policies or directives from higher headquarters. Coordinated with senior management to develop annual staffing, and financial plans

#### Junior Transportation Management Positions

January 1987 - January 1992 (5 years 1 month)

Ft Lewis, Saudi Arabia, Kuwait, Ft Eustis

Served in various Transportation and Logistics management positions from Platoon Leader to Detachment Commander. Responsible for all training, administration and career development of up to 45 personnel. Responsible for equipment totalling in excess of \$275 million dollars which ranged from line haul tractors and trailers to marshalling operations yard tractors and various materials handling equipment to include forklifts, pallet loaders, container loaders and straddle carriers. Logistics missions ranged from cross country line haul missions, to logistical resupply and port operations. Deployed a transportation contingent in 1988 in support of Yellowstone National Park fire. Deployed to 1990 Persian Gulf operations as a transportation movements control detachment commander, instrumental in directing transportation and logistical movement within the area of operations ranging; and beyond.

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## Education

### Embry-Riddle Aeronautical University

Master's degree, Aeronautics/Aviation/Aerospace Science and Technology, General · (2018 - 2021)

### The George Washington University

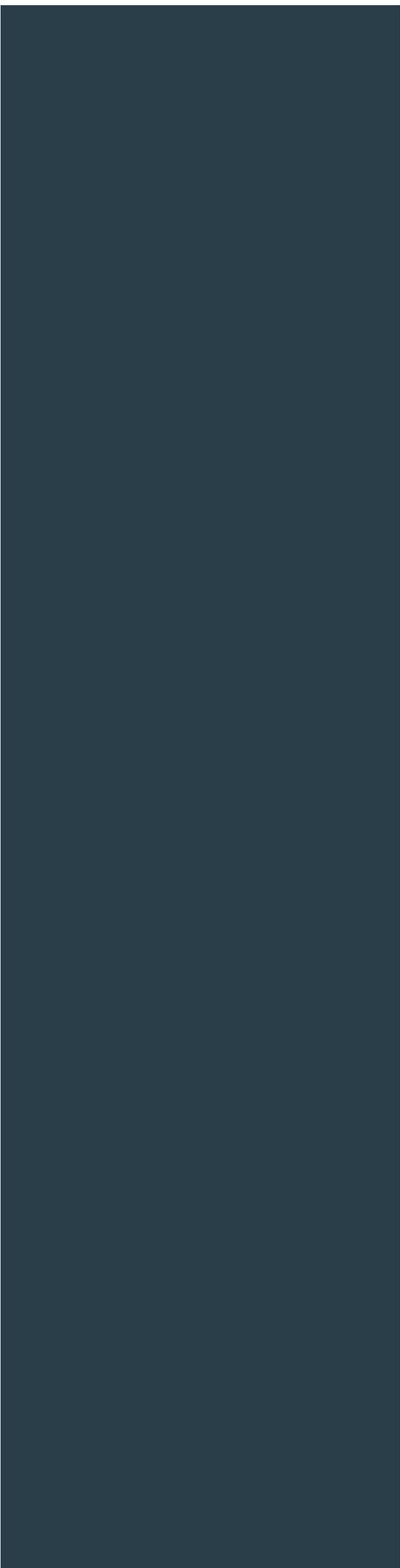
Masters of Professional Studies, Publishing · (2006 - 2008)

### Florida Institute of Technology

Masters of Science, Operations Research Systems Analysis · (1996 - 1997)

### Prairie View A&M University

Bachelor of Science, Computer Science · (1983 - 1987)



Cathedral High School

# Green New Deal Oversight Board

**19** Members: Pursuant to Ordinance 125926, members subject to City Council confirmation, three-year terms:

- **8** City Council – appointed
- **8** Mayor – appointed
- **3** Other Appointing Authority – appointed: **Green New Deal Oversight Board**

**Roster:**

| *D | **G | RD | Position No. | Position Title                       | Name                   | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|----|--------------|--------------------------------------|------------------------|-----------------|---------------|--------|--------------|
| 1  | F   | 2  | 1.           | Member                               | Maria Batayola         | 5/1/20          | 4/30/23       | 1      | Mayor        |
| 4  | M   | 2  | 2.           | Member                               | Matt Remle             | 5/1/20          | 4/30/23       | 1      | City Council |
| 3  | M   | 1  | 3.           | Member                               | Tomás Alberto Madrigal | 5/1/20          | 4/30/23       | 1      | Mayor        |
| 4  | F   |    | 4.           | Member (Tribal Representative)       | Rachel Heaton          | 5/1/20          | 4/30/23       | 1      | City Council |
|    |     |    | 5.           | Member (Tribal Representative)       |                        | 5/1/20          | 4/30/23       |        | Mayor        |
|    |     |    | 6.           | Member (Age 16-25)                   |                        | 5/1/20          | 4/30/23       |        | City Council |
| 2  | M   | 3  | 7.           | Member (Age 16-25)                   | Tyler Valentine        | 5/1/20          | 4/30/23       | 1      | Mayor        |
|    |     |    | 8.           | Member                               |                        | 5/1/20          | 4/30/23       |        | Board        |
| 2  | M   | 2  | 9.           | Environmental Justice Representative | Dennis Comer           | 5/1/20          | 4/30/23       | 1      | Mayor        |
| 1  | F   | 4  | 10.          | Environmental Justice Representative | Debolina Banerjee      | 5/1/20          | 4/30/22       | 1      | City Council |
|    |     |    | 11.          | Environmental Justice Representative |                        | 5/1/20          | 4/30/22       |        | Board        |
| 6  | F   |    | 12.          | Labor Union Representative           | Katie Garrow           | 5/1/20          | 4/30/22       | 1      | Mayor        |
|    |     |    | 13.          | Labor Union Representative           |                        | 5/1/20          | 4/30/22       |        | City Council |
|    |     |    | 14.          | Labor Union Representative           |                        | 5/1/20          | 4/30/22       |        | City Council |
| 6  | M   |    | 15.          | Labor Union Representative           | Keith Weir             | 5/1/20          | 4/30/22       | 1      | Mayor        |
| 6  | F   | 6  | 16.          | Member                               | Jess Wallach           | 5/1/20          | 4/30/22       | 1      | City Council |
|    |     |    | 17.          | Member                               |                        | 5/1/20          | 4/30/22       |        | Board        |
|    |     |    | 18.          | Member                               |                        | 5/1/20          | 4/30/22       |        | City Council |
| 6  | M   | 5  | 19.          | Workforce Training Representative    | Steve Gelb             | 5/1/20          | 4/30/22       | 1      | Mayor        |

**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 |
| <b>Mayor</b>   | 5        | 2        |             |          | 1        | 2                       | 1                |                                |       | 3                       |                  |                |             |
| <b>Council</b> | 1        | 3        |             |          | 1        |                         |                  | 2                              |       | 1                       |                  |                |             |
| <b>Other</b>   |          |          |             |          |          |                         |                  |                                |       |                         |                  |                |             |
| <b>Total</b>   | <b>6</b> | <b>5</b> |             |          | <b>2</b> | <b>2</b>                | <b>1</b>         | <b>2</b>                       |       | <b>4</b>                |                  |                |             |

**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

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**File #:** Appt 01962, **Version:** 1

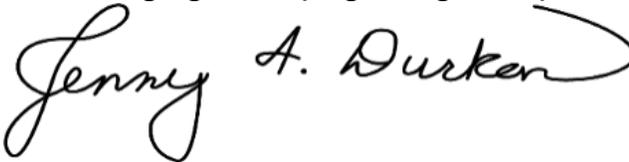
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Appointment of Tomas Alberto Madrigal as member, Green New Deal Oversight Board, for a term to April 30, 2023.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

|   |                                  |   |
|---|----------------------------------|---|
| <b>Appointee Name:</b><br><i>Tomás Alberto Madrigal</i>   |                                  |   |
| <b>Board/Commission Name:</b><br><i>Green New Deal Oversight Board</i>  |                                  | <b>Position Title:</b><br><i>Member</i>   |
| <input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>   |                                  | <b>City Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                                |
| <b>Appointing Authority:</b><br><input type="checkbox"/> City Council<br><input checked="" type="checkbox"/> Mayor<br><input type="checkbox"/> Other: <i>Green New Deal Oversight Board</i>   |                                  | <b>Term of Position: *</b><br>5/1/2020<br><b>to</b><br>4/30/2023<br><br><input type="checkbox"/> <i>Serving remaining term of a vacant position</i> |
| <b>Residential Neighborhood:</b><br><i>White Center</i>   | <b>Zip Code:</b><br><b>98146</b> | <b>Contact Phone No.:</b><br>[REDACTED]   |
| <b>Background:</b><br>Tomas Madrigal has settled within the Duwamish Valley and currently serves as a board member of the Duwamish River Community Coalition. He is a child of a migrant farmworker family that settled in Washington directly impacted by racial, economic, and environmental injustices. His world view is informed by having grown up in a rural community of Spanish-speaking Mexican farmworkers and seeing first-hand a peasant economy based on mutual aid and cooperation. Though they were exposed to pesticides and fungicides used to grow conventional crops, he recalls his parents had elaborate rituals for decontamination before they entered the home. Tomas has served on two Governor appointed taskforces working on Food Systems and Environmental Justice. As well as completed a research document for Front & Centered on Pollution and Recovery in the Puget Sound that has helped the organization set long-term goals, amongst them was advocating for the establishment of the Seattle’s Green New Deal. |                                  |   |
| <b>Authorizing Signature (original signature):</b><br>   |                                  | <b>Appointing Signatory:</b><br><i>Jenny A. Durkan</i><br><i>Mayor of Seattle</i>   |
| <b>Date Signed (appointed):</b><br><b>6/8/21</b>  |                                  |   |

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

Tomás Alberto Madrigal



**Professional Positions:**

- 10/2019-Present **Equity & Social Justice Consultant**  
Management Analyst 5  
Center for Public Affairs  
Washington State Department of Health, Tumwater, Washington
- 12/2015-9/2019 **Coalition Coordinator (253 Making Connections Initiative)**  
Health Promotions Coordinator III  
Strengthening Families Division  
Tacoma-Pierce County Health Department, Tacoma, Washington
- 8/2015-6/2006 **Academic Advisor**  
Student Support Services  
Central Washington University, Ellensburg, Washington

**Entrepreneurship:**

- 10/2015-5/2016 **Worker-Owner, Solidarity Research Center**  
Researcher.
- 6/2012-3/2013 **Worker-Owner, The Canopy Collective**  
Racial Equity Trainer.

**Academic Positions:**

- 1/2013-6/2013 **Western Washington University**  
*Instructor*  
Human Services Program, Woodring College of Education  
  
Courses Taught: Human Services Professionals and Personal Systems; Human Services Professionals and Interpersonal Systems
- 8/2006- 6/2011 **University of California Santa Barbara**  
*Graduate Teaching Assistant*  
Department of Chicana and Chicano Studies  
  
Courses Co-Taught: Body, Culture and Power; Survey of Chicana/o Literature, Immigration and the U.S.-Mexico Border; Comparative Social Movements; Introduction to Chicana Studies; Chicana Writers; Introduction to Chicano Culture; Introduction to Chicano History; Central Americans in the United States, Introduction to Criminal Justice

9/2004- 5/2005 Washington State University  
Instructor  
Department of American Studies  
  
Courses Taught: Introduction to American Cultures

**Education:**

2016 University of California at Santa Barbara  
PhD in Chicana and Chicano Studies  
Dissertation Title: “Agribusiness and Mexican Farmworker Families in Washington State (1964-2013)”

2009 University of California at Santa Barbara  
M.A. Chicana and Chicano Studies

2005 Washington State University  
M.A. American Studies

2003 Washington State University  
B.A. Comparative American Cultures

**Certificates:**

2019 Certificate, Northwest Center for Public Health Practice  
Public Health Management Certificate Program.

2019 Certificate, Northwest Center for Public Health Practice  
Emergency Risk Communication

2019 Graduate, Puget Sound Sage  
Community Leadership Institute

**Research Experience:**

2020-2021 COVID-19 Farmworker Study (COFS) of Washington  
*Rapid Response Survey of Farmworker Experiences of COVID-19*  
Role: Washington Coordinator  
Lead: California Institute for Rural Studies  
WA Participants: C2C, CAFÉ, CIELO, Our Valley Our Future, El Proyecto Bienestar, Washington State Promotoras Network, BERK Consultants, UW PNASH, Department of Health  
Funded by UW PHI, DOH, MO/MO

- 2017-2018     **Preserving the Traditional Ecological Knowledge of First Foods and Medicines**  
*Agroecological Cultural Preservation Community Action Research*  
 Role: Coordinator  
 Lead Organization: Consultants for Indian Progress  
 Participants: Hilltop Urban Gardens, Canoe Journey Herbalists, La Resistencia  
 Funded by The North American Partnership for Environmental Community Action  
 (Commission for Environmental Cooperation)
- 2017            **Pollution and Recovery in the Puget Sound**  
*Environmental Policy Research*  
 P.I.: Tomás A. Madrigal, Ph.D.  
 Sponsor: Latino Community Fund, Front and Centered Steering Committee  
 Funded by the Russel Family Foundation and The Rose Foundation
- 2017            **A Hunger Strikers Handbook**  
*Immigrant Rights Policy Research*  
 Participants: La Resistencia  
 Sponsor: UW Human Rights Center  
 Funded by the Antipode Foundation
- 2016            **Building Community Power to Heal and Thrive**  
*Community Based Participatory Research*  
 P.I.: Tomás A. Madrigal, Ph.D.  
 Sponsor: The Prevention Institute  
 Funded by the Movember Foundation
- 2013            **Farmworker Settlement in Washington State**  
*Dissertation Research*  
 University of California at Santa Barbara  
 Advisor: Juan Vicente Palem, Ph.D.  
 Funded by the UC MEXUS (2011, 2012) and Chicano Studies  
 Institute (2010, 2011)
- 2012            **Racial Formation Along the Northern Border**  
*Dissertation Research*  
 University of California Santa Barbara  
 Advisor: Juan Vicente Palem, Ph.D.  
 Funded by the UC Center for New Racial Studies (2011)
- 2010            **Tianguis (Swapmeet) Research Project**  
*University of California, Santa Barbara*  
 P.I.: Juan Vicente Palem, Ph.D.
- 2009            **Community Formation and Masculinity in Chicano Barrio Barbershops**  
*Research for Qualifying Paper*  
 University of California, Santa Barbara  
 Advisor: Horacio N. Roque Ramirez, Ph.D.  
 Funded by the National Science Foundation UC DIGSSS (2009)

### Research Grants, Fellowships and Awards:

- 2017 Pollution and Recovery along the Puget Sound, Front and Centered (\$1,000)
- 2012 Chicano Studies Institute Dissertation Research Grant, University of California at Santa Barbara (\$1,500)
- 2012 UC Center for New Racial Studies Dissertation Research Grant University of California at Santa Barbara (\$6,690)
- 2012 UC Institute for Mexico and the United States Dissertation Research Grant University of California at Santa Barbara (\$12,000)
- 2009 National Science Foundation Fellowship, UC DIGSSS Program, University of California at Santa Barbara

### Scholarship in Progress:

Madrigal, Tomás Alberto. nd. *Decommodifying Food: The Emergence of a Pan-Indigenous International for the Liberation of Land, Water and Life*. In preparation for book proposal

### Publications:

- Madrigal, Tomás Alberto. (2021, Spring) [Review of the book Made in Baja: The Lives of Farmworkers and Growers behind Mexico's Transnational Agricultural Boom by Christian Zlotniski] *Aztlán: A Journal of Chicano Studies*. 46, Vol 1.
- Madrigal, Tomás Alberto. (2017, Fall) [Review of the book Of Forests and Fields: Mexican Labor in the Pacific Northwest by Mario Jimenez Sifuentez] *Aztlán: A Journal of Chicano Studies*. 42, Vol 2.
- Madrigal, Tomás. "We are Human!: Farmworker Labor Organizing across the Food Chain in Washington" in *Mexican-Origin Foods, Foodways, and Social Movements: A Decolonial Reader*. Fayetteville: University of Arkansas Press, 2017. Edited by Devon Peña, Luz Calvo, Pancho McFarland and Gabriel R. Valle.
- Madrigal, Tomás Alberto. (2014, Winter). [Review of the book Fresh Fruit, Broken Bodies: Migrant Farmworkers in the United States, by Seth Holmes] *Journal of San Diego History*, 60, no. 1.

### Journal Articles:

- Madrigal, Tomás. "Immigration and the Food System" Winter 2018 *Food First Backgrounder* Volume 24 Number 4 (2018). Oakland, CA: Food First/ Institute for Food and Development Policy.
- Madrigal, Tomás Alberto. "Land and Water on Washington State's Salish Coast," in *National Family Farm Coalition*, March 30, 2016.

Madrigal, Tomás Alberto. "Farmworkers aim to block H-2A guest workers at Sakuma Bros," in *The Stand*, April 7, 2015.

Madrigal, Tomás Alberto. "'Nuestro Trabajo es la Vida': Spiritual Transformations in Organizing for Farmworker Justice" in *The Inbreaking*, December 2014.

Madrigal, Tomás Alberto. "Independent Farm Labor Union Harvests Major Victories for Farmworkers in Washington State." *Industrial Worker*, Issue #1770, December 2014.

Madrigal, Tomás. "Berry Pickers Walk Out, Boycott," *Labor Notes* #414, ed. Al Bradbury, (Detroit, MI: Labor Education and Research Project: September 2013).

#### Invited Talks:

- 2021 **Guest Lecture Series, Seattle, WA, April - December (Spring, Summer, Winter Quarters)**  
Topic: Providing Culturally and Linguistically Appropriate Services to Immigrants and Refugees in Washington State during the COVID-19 pandemic  
Host: University of Washington School of Public Health -DOH Academic Partnership  
Lectures: Using the Oral History method among immigrants and refugees to support Equitable Vaccine Allocation and Dissemination in Washington State
- 2020 **Radio Interview, Bellingham, WA, December 16**  
Topic: H2A and Human Trafficking (Guest Grace Chang)  
Host: Community to Community Development  
Channels: KMRE 102.1 FM, Community Voz Podcast, Season 5, Episode 16
- 2020 **Guest Lecture Series, Seattle, WA, April - December (Spring, Summer, Winter Quarters)**  
Topic: Providing Culturally and Linguistically Appropriate Services to Immigrants and Refugees in Washington State during the COVID-19 pandemic  
Host: University of Washington School of Public Health - DOH Academic Partnership  
Lectures: Using the Oral History method among immigrant and refugee communities to support community outreach efforts during the COVID-19 pandemic
- 2018 **Panel, Olympia, WA, November 14**  
Topic: A forum on right-wing organizations and how to defeat them.  
Host: Economics for Everyone
- 2018 **Guest Lecture, The Evergreen State College, November 14**  
(Course Instructor: Savvina Chowdhury, Ph.D. & Tom Womeldorff, Ph.D.)  
Lecture: Life in the Face of Death
- 2017 **Guest Lecture, University of Washington, Bothell**  
(Course Instructor: Scott Kurashige, Ph.D.)  
Lecture: Food Sovereignty and Immigration in the context of late Neoliberal Capitalism.

- 2017 **Guest Lecture, Tacoma School of the Arts, Jan 3**  
 High School Presentation  
 Topic: Northwest Detention Center Resistance  
 Sponsor: Hilltop Urban Gardens
- 2016 **Guest Lecture, University of Washington, Tacoma**  
 (Course Instructor: Jerry Flores, Ph.D.)  
 Lecture: Immigrant Detention and Prison Divestment
- 2016 **Guest Lecture, Whitman College, March**  
 (Course Instructor: Andrew Culp, Ph.D.)  
 Lecture: Inside/Outside Organizing Strategy in immigrant detention resistance.
- 2015 **Guest Lecture, University of Washington, June**  
 Course: EDC&I 540 Immigrant Schooling (Course Instructor: David Barillas-Chon, Ph.C.)  
 Lecture: Mexican Household Labor in Agriculture Along the Pacific Rim.
- 2015 **Guest Lecture with Maru Mora Villalpando, UW, May**  
 Course: French 212 Comparative Immigrant Cultural Production (Course Instructor: Maya Smith)  
 Lecture: We Are Human! Immigrant and Farmworker Organizing in Washington State
- 2015 **Guest Lecture, California State University Northridge, April 21**  
 Course: Chicano Studies 260 (Course Instructor: Martha Escobar)  
 Lecture: Making Visible the Invisible: Representing Indigenous Struggles along the North American Pacific Rim
- 2014 **Guest Lecture, University of Washington, May**  
 Course: BH 597 (Course Instructor: Kelley Edwards & Kate West)  
 Lecture: Ethical Issues in the Food System and Public Health.
- 2014 **Guest Lecture, University of Washington, February**  
 Course: CH ST 101 (Course Instructor: Devon G. Peña) Lecture: Walking with Familias Unidas por la Justicia.

**Conference Presentations:**

- 2020 **Panelist, Washington State Public Health Association, Oct 12-16**  
 Title: Engaging Undergraduate Public Health Students to Support LEP and Disability Community Access to COVID19 Response  
 Topic: COVID-19  
 Discussant: Anjolie Ganti
- 2019 **Panelist, Ethnicity, Race and Indigenous Peoples Conference, Sept 13**  
 Title: Indigenous Masculinity, Matriarchy and Union Leadership  
 Topic: Reimagining Indigenous Resistance: Possibilities for Autonomy in Mexican Indigenous Communities  
 Chair: Marcos Lopez, Ph.D.

- 2019 **Paper Presentation, American Association of Geographers, April 5**  
 Title: The Re-emergence of International Worker Solidarity in the 21st Century: A case study of Familias Unidas por la Justicia.  
 Topic: Global Migration, Labor, and Food Production: Agricultural Guestworkers Past and present.  
 Discussant: Emily Reid-Musson, Ph.D.
- 2018 **Panelist, Rural Sociological Society, July 28**  
 Topic: Putting the Sociological Imagination into Practice: Place, Power, and Praxis  
 Sponsor: Applied and Extension RIG
- 2018 **Paper Presentation, Society for Applied Anthropology, April 6**  
 Title: The Case for Self-Determination: The Role of Applied Anthropology in Corporate Union Busting in Global Agriculture  
 Topic: Mexican Farmworkers in the Transnational US - Mexico Fresh Produce Industry  
 Moderator: Christian Zolniski, Ph.D.
- 2018 **Paper Presentation, Pacific Sociological Association, March 28**  
 Title: The Political Re-composition of a Global Agricultural Working Class  
 Topic: Migration/Immigration: Mexican Labor in the Globalized US Economy: Then and Now  
 Moderator: Michael Calderon-Zaks, Ph.D.
- 2017 **Panelist, PNW NACCS FOCO, October 15**  
 Topic: Mexican-Origin Foods, Foodways and Social Movements, Book Discussion  
 Sponsor: Eastern Washington University
- 2017 **Paper Presentation, MALDETUR, Universidad de Pinar del Río, Cuba, June 14**  
 Title: "Campesinos e inmigrantes caminando hacia una economía solidaria en el Noroeste de EEUU"  
 Sponsor: Community to Community Development
- 2017 **Panelist, NACCS, March 23**  
 Topic: Labor Struggles Across the Food Chain in the Age of Globalization
- 2016 **Panelist, University of Puget Sound, November 10**  
 Topic: Immigrants for Sale  
 Sponsor: UPS Latina/o Studies Department
- 2016 **Panelist, Whitman College, Immigration Week, April 28**  
 Topic: "Understanding Immigration Detention"  
 Sponsor: Whitman College, Border As Method
- 2015 **Panelist, Simon Fraser University, June**  
 Topic: "Practitioners panel on Possibilities and Challenges for including gender in Climate Change Initiatives"  
 Sponsors: Solidarity Research Center

- 2015 **Paper Presentation, NACCS, April 17**  
 Topic: Agricultural Issues Explored  
 “Inquietud Campesina: Bloody Shirts and Revolutionary In/civility of Mexican Farm Workers in Agricultural Fields over the long 20<sup>th</sup> century.”
- 2015 **Panelist, UW Law Diversity Week, February**  
 Topic: “Wage Theft, How Ethnic Minorities are Deprived of Income.”
- 2015 **Panelist, Power and Privilege Symposium, Whitman College, February**  
 Panel: We Are Human! Immigrant and Farmworker Organizing in Washington State  
 Presenters: Familias Unidas por la Justicia & NWDC Resistance
- 2014 **Panelist, CASA LATINA, March 2014**  
 Topic: Panel on “Fresh Fruit, Broken Bodies”  
 (Facilitator: Dr. Joe Sherman)  
 Sponsors: Community Health International Medicine Projects for Sustainability & RESULTS Seattle Chapter.
- 2013 **Panelist, Pacific Northwest NACCS Foco Conference**  
*The Evergreen State College, Olympia, WA*
- 2013 **Paper Presentation, University of California Center for New Racial Studies Annual Conference.**  
*UC San Diego, Irvine, CA*  
 “Berry Fields, White Separatism and the Border Patrol: The Integration of Mexican Origin Farm Worker Households into Industrial Agriculture and Rural Society along the Northern Border of Washington State.”
- 2012 **Plenary Presentation, Tangled Webs: Race, Immigration, Poverty and Prisons: Mass Incarceration and Alternative Futures Conference.**  
*Western Washington University, Bellingham, WA*  
 “A Tactical Cartography of Racial Profiling in Whatcom County.”  
 Sponsor: Community to Community Development
- 2012 **Panelist, National Women’s Studies Association Conference.**  
*Oakland, CA*  
 “The Integration of Mexican-origin Farm Worker Women and Children into Industrial Agriculture and Rural Society in Washington State.”

### Educational Service:

- Current    **Core Member**, Agroecology Research-Action Collective  
Est. 2017
- Current    **Founder**, Seattle and Tacoma Decoloniality Ateneos  
Est. 2010
- 2013       **Co-Founder**, Universidad de la Tierra California  
Est. 2007.
- 2003       **Student Mentor**, Multicultural Student Services, Washington State University  
2002, 2001.
- 2000       **Student Mentor for Academic Success**, Multicultural Center, Columbia Basin College  
1999.

### Public Service:

- 2020-Present    **Board Member**, Duwamish River Community Coalition
- 2019-Present    **Shop Steward**, Washington Federation of State Employees 443  
AFSCME Council 28  
Department of Health, Building TC1  
*2020 Council 28 delegate to AFSCME International*
- 2013-Present    **Food Systems Researcher**, Community to Community Development  
Food Systems Researcher. 2013-Present.  
Core Leadership Team. 2012-2013.  
Program Manager. 2011-2012.
- 2019-2020       **Community Advocate**, WA Governor Appointed Environmental Justice  
Taskforce.  
Volunteer Taskforce Member. 2019-2020.
- 2018-2020       **Board Member**, Tacoma SEED  
Secretary.
- 2018               **Alternate Board Member**, Domestic Fair Trade Association [2017]  
C2C Association Representative. 2015-2017.  
Evaluation Program Steering Team. 2014-2015.  
Fairtrade Label Evaluator. 2013-2015.
- 2017               **Core Leadership Team**, Northwest Detention Center Resistance  
Core Leadership Team. 2016-2017.
- 2017               **Farmworker Representative**, Washington State Food Systems Roundtable  
Farmworker Representative. 2014-2017.

**Healing Justice Programs:**

- Present    **Founder**, Masc On / Masc Off  
                    BIPOC Masculinity Circles, Est. 2017
- Present    **Cohort**, API Chaya, Community Solutions Program  
                    Transformative Justice Practitioner Skill Share, Est. 2019
- 2016        **Member**, Wonderlab Artists Cooperative Healing Projects  
                    Masculinity Circles. Summer 2015.

**Society Memberships:**

National Association of Chicana and Chicano Studies, American Studies Association, National Women's Studies Association, Pacific Sociological Association, Society for Applied Anthropology, American Association of Geographers, US Food Sovereignty Alliance, Food Chain Workers Alliance, WFSE 443-AFSCME 28

**Language Proficiencies:**

Spanish (Mexican): Native fluency in writing, reading, and speaking  
P'uthépecha: Basic Speaking  
Nahuatl (Classical): Basic Reading  
HTML: intermediate coding

# Green New Deal Oversight Board

**19** Members: Pursuant to Ordinance 125926, members subject to City Council confirmation, three-year terms:

- **8** City Council – appointed
- **8** Mayor – appointed
- **3** Other Appointing Authority – appointed: **Green New Deal Oversight Board**

**Roster:**

| *D | **G | RD | Position No. | Position Title                       | Name                   | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|----|--------------|--------------------------------------|------------------------|-----------------|---------------|--------|--------------|
| 1  | F   | 2  | 1.           | Member                               | Maria Batayola         | 5/1/20          | 4/30/23       | 1      | Mayor        |
| 4  | M   | 2  | 2.           | Member                               | Matt Remle             | 5/1/20          | 4/30/23       | 1      | City Council |
| 3  | M   | 1  | 3.           | Member                               | Tomás Alberto Madrigal | 5/1/20          | 4/30/23       | 1      | Mayor        |
| 4  | F   |    | 4.           | Member (Tribal Representative)       | Rachel Heaton          | 5/1/20          | 4/30/23       | 1      | City Council |
|    |     |    | 5.           | Member (Tribal Representative)       |                        | 5/1/20          | 4/30/23       |        | Mayor        |
|    |     |    | 6.           | Member (Age 16-25)                   |                        | 5/1/20          | 4/30/23       |        | City Council |
| 2  | M   | 3  | 7.           | Member (Age 16-25)                   | Tyler Valentine        | 5/1/20          | 4/30/23       | 1      | Mayor        |
|    |     |    | 8.           | Member                               |                        | 5/1/20          | 4/30/23       |        | Board        |
| 2  | M   | 2  | 9.           | Environmental Justice Representative | Dennis Comer           | 5/1/20          | 4/30/23       | 1      | Mayor        |
| 1  | F   | 4  | 10.          | Environmental Justice Representative | Debolina Banerjee      | 5/1/20          | 4/30/22       | 1      | City Council |
|    |     |    | 11.          | Environmental Justice Representative |                        | 5/1/20          | 4/30/22       |        | Board        |
| 6  | F   |    | 12.          | Labor Union Representative           | Katie Garrow           | 5/1/20          | 4/30/22       | 1      | Mayor        |
|    |     |    | 13.          | Labor Union Representative           |                        | 5/1/20          | 4/30/22       |        | City Council |
|    |     |    | 14.          | Labor Union Representative           |                        | 5/1/20          | 4/30/22       |        | City Council |
| 6  | M   |    | 15.          | Labor Union Representative           | Keith Weir             | 5/1/20          | 4/30/22       | 1      | Mayor        |
| 6  | F   | 6  | 16.          | Member                               | Jess Wallach           | 5/1/20          | 4/30/22       | 1      | City Council |
|    |     |    | 17.          | Member                               |                        | 5/1/20          | 4/30/22       |        | Board        |
|    |     |    | 18.          | Member                               |                        | 5/1/20          | 4/30/22       |        | City Council |
| 6  | M   | 5  | 19.          | Workforce Training Representative    | Steve Gelb             | 5/1/20          | 4/30/22       | 1      | Mayor        |

**SELF-IDENTIFIED DIVERSITY CHART**

|                | Male     |          | Female      |          | Transgender |                         | NB/ O/ U         |                                | (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 |     |     |     |     |
| <b>Mayor</b>   | 5        | 2        |             |          | 1           | 2                       | 1                |                                |       | 3                       |                  |                |             |     |     |     |     |
| <b>Council</b> | 1        | 3        |             |          | 1           |                         |                  | 2                              |       | 1                       |                  |                |             |     |     |     |     |
| <b>Other</b>   |          |          |             |          |             |                         |                  |                                |       |                         |                  |                |             |     |     |     |     |
| <b>Total</b>   | <b>6</b> | <b>5</b> |             |          | <b>2</b>    | <b>2</b>                | <b>1</b>         | <b>2</b>                       |       | <b>4</b>                |                  |                |             |     |     |     |     |

**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

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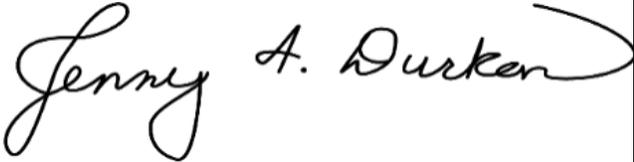
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Appointment of Tyler Valentine as member, Green New Deal Oversight Board, for a term to April 30,2023.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

|   |   |   |
|---|---|---|
| <b>Appointee Name:</b><br><i>Tyler Valentine</i>  |   |   |
| <b>Board/Commission Name:</b><br><i>Green New Deal Oversight Board</i>  |   | <b>Position Title:</b><br><i>Member (Age 16-25)</i> |
| <input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>   | <b>City Council Confirmation required?</b><br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                                |   |
| <b>Appointing Authority:</b><br><input type="checkbox"/> City Council<br><input checked="" type="checkbox"/> Mayor<br><input type="checkbox"/> Other: <i>Green New Deal Oversight Board</i>   | <b>Term of Position: *</b><br>5/1/2020<br><b>to</b><br>4/30/2023<br><br><input type="checkbox"/> <i>Serving remaining term of a vacant position</i> |   |
| <b>Residential Neighborhood:</b><br><i>Central District</i>   | <b>Zip Code:</b><br><b>98122</b>  | <b>Contact Phone No.:</b><br>[REDACTED]             |
| <b>Background:</b><br>Tyler "Syris" Valentine is currently the Eco-Innovation and Real Estate Project Manager for Africatown Community Land Trust. There he oversees the development of the Africatown EcoDistrict and the associated sustainable development plan for the EcoDistrict. He supports the development of community-oriented affordable housing and mixed-use projects that directly benefit the Black community of Seattle. He is responsible for the development of ecologically sustainable programming that decrease carbon emissions and increase resiliency in communities that ACLT serves. Through his work on the William Grose Center for Innovation (WGCI) at the old Fire Station No. 6, he is working to bring together the community to understand how an innovation-oriented community center can meet the needs of the community across generations. He is also involved in the development of the Youth Achievement Center, working in a coalition with other community organizations to develop a real estate project aimed at providing housing to Black and brown youth with collocated supportive services and resources. |   |   |
| <b>Authorizing Signature (original signature):</b><br>   | <b>Appointing Signatory:</b><br><i>Jenny A. Durkan</i><br><i>Mayor of Seattle</i>   |   |
| <b>Date Signed (appointed):</b><br><b>6/8/21</b>  |   |   |

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

# Tyler "Syris" Valentine

## Education

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- **University of Washington** **Seattle, WA**  
*B.S. Earth and Space Sciences (Dept. Honors), Philosophy Minor* *Winter 2015–Spring 2019*  
3.68 GPA

## Professional Experience

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- **Eco-Innovation and Real Estate Project Manager** **Seattle, WA**  
*Africatown Community Land Trust* *October 2020 – Present*
  - Oversee development of the Africatown EcoDistrict and the associated sustainable development plan for the EcoDistrict.
  - Support the development of community-oriented affordable housing and mixed-use projects that directly benefit the Black community of Seattle
  - Responsible for the development ecologically sustainable programming that decrease carbon emissions and increase resiliency in the communities ACLT serves
- **Constellation Systems Engineer** **Seattle, WA**  
*BlackSky* *April 2019 – January 2020*
  - Develop tools for optimizing the deployment and configuration of our satellite constellation
  - Support on-going analysis and communication of constellation performance
  - Responsible for the growth and development a Humanitarian Response Program to provide free and low-cost imagery to social justice organizations around the world
- **Space Systems Consultant** **Seattle, WA**  
*Independent Contractor for Xplore, Inc.* *June 2018 – March 2019*
  - Ground-up development of tools to enable efficient, automated analysis of architecture trade spaces
  - Assist in the conceptual design of next generation deep space architectures
  - Provide technical expertise on space systems engineering

## Service and Leadership Experiences

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- **Vice President: Board of Directors** **Seattle, WA**  
*Rowan Institute* *Aug. 2018 – Present*

The Rowan Institute is a non-profit focused on training climate justice organizers with the leadership, organizing, and communication skills they need to create change. My role is largely focused on institutional and organization support focused on the fiduciary responsibilities of the non-profit.
- **Advancement and Finance Chair** **Seattle, WA**  
*Africa Now* *Oct. 2018 – Dec 2019*

Africa Now focuses on motivating Black and African youth to contribute to the sustainable development of their communities. Responsibilities focused on writing grants, coordinating fundraisers, and managing funds to support annual programming. Successfully raised over \$15,000 in support of our annual conference.
- **Chair - Diversity Committee** **Seattle, WA**  
*U of WA. College of the Environment* *Nov. 2018 – June 2019*

Lead the implementation of programming within the College related to Diversity, Equity, and Inclusion. Involved organizing internal dialogues, various training programs for staff and faculty, and outreach programming to underserved and marginalized communities

## Technical and Personal skills

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- **Programming Languages:** Proficient in: Python, Matlab, Arduino, LaTeX, Unix/bash, LaTeX  
Beginner to intermediate ability in: Java, XML
- **Industry Software Skills:** Matlab, Ansys, STK, GMAT, Github, Linux, Jira, Confluence, Most MS Office products
- **General Business/Soft Skills:** Excellent visual and oral presentation skills, Proficient in technical and creative writing. Able to communicate information between technical and non-technical teams
- **Other:** Task management and prioritization, Self-motivated to succeed, Team organizing, Community building, Positive and approachable attitude

## Public Talks

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- **Achieving Equity Through the Just Transition** **Seattle, WA**  
○ *Washington Climate Assembly* *Feb. 2021*
- **Agribusiness and African Communities (Panelist)** **Seattle, WA**  
○ *Washington African Chamber of Commerce Pacific Northwest Business Forum* *Oct. 2019*
- **Science Does Not Work That Way, Goodnight! (Panelist)** **Seattle, WA**  
○ *Emerald City Comic-Con* *Mar. 2019*
- **Utopian Blackness: In The Mind of a Millennial (Panelist)** **Seattle, WA**  
○ *Northwest African American Museum* *Feb. 2019*
- **Fighting for a Place in Space** **Seattle, WA**  
○ *TEDxUofW Conference* *May 2018*
- **The Ugly Truth of Our Nation** **Seattle, WA**  
○ *Seattle March for Truth* *June 2017*
- **The Barriers to Inclusivity in STEM** **Seattle, WA**  
○ *Seattle March for Science* *April 2017*
- **My Journey to the Stars** **Seattle, WA**  
○ *Aki Kurose Middle School: Kids Envisioning Careers Program* *April 2016*

## Awards

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- 2019, Undergraduate Service Award, U. of WA Dept. of Earth and Space Sciences
- 2019, Undergraduate Award for Black Achievement and Excellence, U. of WA Black Student Union
- 2018, Outstanding Community Impact (Student) U. of WA College of the Environment
- 2017, Thomas Sedlock Icon Scholar
- 2017, Husky 100

# Green New Deal Oversight Board

**19** Members: Pursuant to Ordinance 125926, members subject to City Council confirmation, three-year terms:

- 8 City Council – appointed
- 8 Mayor – appointed
- 3 Other Appointing Authority – appointed: **Green New Deal Oversight Board**

**Roster:**

| *D | **G | RD | Position No. | Position Title                       | Name                   | Term Begin Date | Term End Date | Term # | Appointed By |
|----|-----|----|--------------|--------------------------------------|------------------------|-----------------|---------------|--------|--------------|
| 1  | F   | 2  | 1.           | Member                               | Maria Batayola         | 5/1/20          | 4/30/23       | 1      | Mayor        |
| 4  | M   | 2  | 2.           | Member                               | Matt Remle             | 5/1/20          | 4/30/23       | 1      | City Council |
| 3  | M   | 1  | 3.           | Member                               | Tomás Alberto Madrigal | 5/1/20          | 4/30/23       | 1      | Mayor        |
| 4  | F   |    | 4.           | Member (Tribal Representative)       | Rachel Heaton          | 5/1/20          | 4/30/23       | 1      | City Council |
|    |     |    | 5.           | Member (Tribal Representative)       |                        | 5/1/20          | 4/30/23       |        | Mayor        |
|    |     |    | 6.           | Member (Age 16-25)                   |                        | 5/1/20          | 4/30/23       |        | City Council |
| 2  | M   | 3  | 7.           | Member (Age 16-25)                   | Tyler Valentine        | 5/1/20          | 4/30/23       | 1      | Mayor        |
|    |     |    | 8.           | Member                               |                        | 5/1/20          | 4/30/23       |        | Board        |
| 2  | M   | 2  | 9.           | Environmental Justice Representative | Dennis Comer           | 5/1/20          | 4/30/23       | 1      | Mayor        |
| 1  | F   | 4  | 10.          | Environmental Justice Representative | Debolina Banerjee      | 5/1/20          | 4/30/22       | 1      | City Council |
|    |     |    | 11.          | Environmental Justice Representative |                        | 5/1/20          | 4/30/22       |        | Board        |
| 6  | F   |    | 12.          | Labor Union Representative           | Katie Garrow           | 5/1/20          | 4/30/22       | 1      | Mayor        |
|    |     |    | 13.          | Labor Union Representative           |                        | 5/1/20          | 4/30/22       |        | City Council |
|    |     |    | 14.          | Labor Union Representative           |                        | 5/1/20          | 4/30/22       |        | City Council |
| 6  | M   |    | 15.          | Labor Union Representative           | Keith Weir             | 5/1/20          | 4/30/22       | 1      | Mayor        |
| 6  | F   | 6  | 16.          | Member                               | Jess Wallach           | 5/1/20          | 4/30/22       | 1      | City Council |
|    |     |    | 17.          | Member                               |                        | 5/1/20          | 4/30/22       |        | Board        |
|    |     |    | 18.          | Member                               |                        | 5/1/20          | 4/30/22       |        | City Council |
| 6  | M   | 5  | 19.          | Workforce Training Representative    | Steve Gelb             | 5/1/20          | 4/30/22       | 1      | Mayor        |

**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 |
| <b>Mayor</b>   | 5        | 2        |             |          | 1        | 2                       | 1                |                                |       | 3                       |                  |                |             |
| <b>Council</b> | 1        | 3        |             |          | 1        |                         |                  | 2                              |       | 1                       |                  |                |             |
| <b>Other</b>   |          |          |             |          |          |                         |                  |                                |       |                         |                  |                |             |
| <b>Total</b>   | <b>6</b> | <b>5</b> |             |          | <b>2</b> | <b>2</b>                | <b>1</b>         | <b>2</b>                       |       | <b>4</b>                |                  |                |             |

**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.*