



CITY OF SEATTLE

City Council

Agenda

Tuesday, March 4, 2025

2:00 PM

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

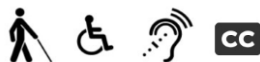
**Sara Nelson, Council President
Joy Hollingsworth, Member
Robert Kettle, Member
Cathy Moore, Member
Alexis Mercedes Rinck, Member
Maritza Rivera, Member
Rob Saka, Member
Mark Solomon, Member
Dan Strauss, Member**

Chair Info: 206-684-8809; Sara.Nelson@seattle.gov

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Council Chamber Listen Line: 206-684-8566

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CITY OF SEATTLE

City Council Agenda

March 4, 2025 - 2:00 PM

Meeting Location:

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

Committee Website:

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

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

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

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

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

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

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

A. CALL TO ORDER

B. ROLL CALL

C. PRESENTATIONS

D. PUBLIC COMMENT

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

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

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

[IRC 469](#)

March 4, 2025

Attachments: [Introduction and Referral Calendar](#)

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

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

Journal:

1. [Min 509](#) February 25, 2025

Attachments: [Minutes](#)

Bills:

2. [CB 120944](#) AN ORDINANCE appropriating money to pay certain claims for the week of February 17, 2025, through February 21, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.

Supporting

Documents: [Summary and Fiscal Note](#)

Appointments:**HOUSING AND HUMAN SERVICES COMMITTEE:**

3. [Appt 03081](#) Appointment of Trevor Duston as member, Seattle Human Rights Commission, for a term to July 22, 2025.
The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 4 - Moore, Nelson, Rinck, Saka
Opposed: None
Attachments: [Appointment Packet](#)
4. [Appt 03082](#) Appointment of Gwen McCullough as member, Seattle Human Rights Commission, for a term to July 22, 2025.
The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 4 - Moore, Nelson, Rinck, Saka
Opposed: None
Attachments: [Appointment Packet](#)
5. [Appt 03083](#) Appointment of Kyle Tibbs as member, Seattle Human Rights Commission, for a term to January 22, 2026.
The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 4 - Moore, Nelson, Rinck, Saka
Opposed: None
Attachments: [Appointment Packet](#)
6. [Appt 03084](#) Appointment of Diana Ortega-Chance as member, Seattle Human Rights Commission, for a term to January 22, 2026.
The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 4 - Moore, Nelson, Rinck, Saka
Opposed: None
Attachments: [Appointment Packet](#)

7. [Appt 03085](#) Appointment of Chris Curia as member, Seattle LGBTQ Commission, for a term to October 31, 2025.

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

In Favor: 4 - Moore, Nelson, Rinck, Saka

Opposed: None

Attachments: [Appointment Packet](#)

8. [Appt 03086](#) Appointment of Jessa Gavrielle Davis as member, Seattle LGBTQ Commission, for a term to April 30, 2025.

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

In Favor: 4 - Moore, Nelson, Rinck, Saka

Opposed: None

Attachments: [Appointment Packet](#)

9. [Appt 03087](#) Appointment of Landon Labosky as member, Seattle LGBTQ Commission, for a term to October 31, 2026.

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

In Favor: 4 - Moore, Nelson, Rinck, Saka

Opposed: None

Attachments: [Appointment Packet](#)

10. [Appt 03088](#) Appointment of Maha Roy as member, Seattle LGBTQ Commission, for a term to April 30, 2026.

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

In Favor: 4 - Moore, Nelson, Rinck, Saka

Opposed: None

Attachments: [Appointment Packet](#)

11. [Appt 03089](#) Appointment of Theresa Smith as member, Seattle LGBTQ Commission, for a term to April 30, 2026.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 4 - Moore, Nelson, Rinck, Saka
Opposed: None
- Attachments:** [Appointment Packet](#)
12. [Appt 03091](#) Appointment of Bianca Gallegos as member, Seattle Disability Commission, for a term to October 31, 2026.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 4 - Moore, Nelson, Rinck, Saka
Opposed: None
- Attachments:** [Appointment Packet](#)
13. [Appt 03092](#) Appointment of Jessica Jensen as member, Seattle Disability Commission, for a term to October 31, 2026.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 4 - Moore, Nelson, Rinck, Saka
Opposed: None
- Attachments:** [Appointment Packet](#)
14. [Appt 03093](#) Reappointment of Kaitlin Skilton as member, Seattle Disability Commission, for a term to October 31, 2026.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 4 - Moore, Nelson, Rinck, Saka
Opposed: None
- Attachments:** [Appointment Packet](#)

PARKS, PUBLIC UTILITIES, AND TECHNOLOGY COMMITTEE:

15. [Appt 03090](#) Appointment of Ryan Smith as member, Central Waterfront Oversight Committee, for a term to December 31, 2025.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 5 - Hollingsworth, Nelson, Kettle, Rivera, Strauss
Opposed: None

Attachments: [Appointment Packet](#)

H. COMMITTEE REPORTS

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

HOUSING AND HUMAN SERVICES COMMITTEE:

1. [CB 120943](#) AN ORDINANCE relating to the Multifamily Housing Property Tax Exemption Program; allowing partial property tax exemptions for commercial to multifamily housing conversion projects; allowing the property tax exemption period to be extended to 24 years for properties with Multifamily Housing Property Tax Exemption expiring end of 2025; changing the MFTE Program's sunset date to September 10, 2025; and amending Sections 5.73.010, 5.73.020, 5.73.040, 5.73.050, 5.73.070, 5.73.090, and 5.73.120 of the Seattle Municipal Code.
- The Committee recommends that City Council pass the Council Bill (CB).**
In Favor: 4 - Moore, Nelson, Rinck, Saka
Opposed: None

Supporting Documents: [Summary and Fiscal Note](#)
[Summary Att A - UW MFTE Evaluation Final Report for City of Seattle](#)

PARKS, PUBLIC UTILITIES, AND TECHNOLOGY COMMITTEE:

2. [Res 32164](#) A RESOLUTION relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to act as the authorized representative/agent on behalf of The City of Seattle and to legally bind The City of Seattle with respect to certain projects for which the City seeks grant funding assistance managed through the Washington State Recreation and Conservation Office.

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

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

Opposed: None

Attachments: [Att 1 - Sample Project Agreement](#)

Supporting

Documents: [Summary and Fiscal Note](#)
[Summary Att A – Park Boundary Maps](#)

I. ITEMS REMOVED FROM CONSENT CALENDAR

J. ADOPTION OF OTHER RESOLUTIONS

K. OTHER BUSINESS

L. ADJOURNMENT



Legislation Text

File #: IRC 469, **Version:** 1

March 4, 2025



Introduction and Referral Calendar

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

Record No.	Title	Committee Referral
<u>By: Strauss</u>		
1. CB 120944	AN ORDINANCE appropriating money to pay certain claims for the week of February 17, 2025, through February 21, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<u>By: Strauss</u>		
2. Res 32165	A RESOLUTION adopting the Statements of Legislative Intent for the 2025 Adopted Budget and 2025-2030 Adopted Capital Improvement Program.	City Council
<u>By: Strauss</u>		
3. Appt 03094	Appointment of Kiersten Grove as Director of the Department of Finance and Administrative Services, for a term to March 1, 2029.	Finance, Native Communities, and Tribal Governments Committee
<u>By: Strauss</u>		
4. CB 120946	AN ORDINANCE relating to the Seattle Department of Transportation; amending Ordinance 127156, which adopted the 2025 Budget, including the 2025-2030 Capital Improvement Program (CIP); and lifting a proviso.	Select Budget Committee
<u>By: Saka</u>		
5. CB 120945	AN ORDINANCE vacating the alley in Block 52, A. A. Denny's Extension to the Terry's 1st Addition, in the First Hill neighborhood, and accepting a Property Use and Development Agreement and acknowledging the Seattle City Light Easement, on the petition of North Block Spring Street Development LLC (Clerk File 314364).	Transportation Committee



Legislation Text

File #: Min 509, **Version:** 1

February 25, 2025

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104



Journal of the Proceedings of the Seattle City Council

Tuesday, February 25, 2025

2:00 PM

Council Chamber, City Hall

600 4th Avenue

Seattle, WA 98104

City Council

Sara Nelson, Council President

Joy Hollingsworth, Member

Robert Kettle, Member

Cathy Moore, Member

Alexis Mercedes Rinck, Member

Maritza Rivera, Member

Rob Saka, Member

Mark Solomon, Member

Dan Strauss, Member

Chair Info: 206-684-8809; Sara.Nelson@seattle.gov

A. CALL TO ORDER

The City Council of The City of Seattle met in the Council Chamber in City Hall in Seattle, Washington, on February 25, 2025, pursuant to the provisions of the City Charter. The meeting was called to order at 2:01 p.m., with Council President Nelson presiding.

B. ROLL CALL

Present: 9 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka, Solomon, Strauss

C. PRESENTATIONS

There were none.

D. PUBLIC COMMENT

The following individuals addressed the Council:

Skyler Farris
Arianna Riley
Alex Tsimerman
Alberto Alvarez
Michelle Balzer

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

[IRC 468](#) **February 25, 2025**

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

In Favor: 9 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka, Solomon, Strauss

Opposed: None

F. APPROVAL OF THE AGENDA

By unanimous consent, the Agenda was adopted.

G. APPROVAL OF CONSENT CALENDAR

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

Journal:

1. [Min 507](#) February 11, 2025

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

In Favor: 9 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka, Solomon, Strauss

Opposed: None

2. [Min 508](#) February 18, 2025

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

In Favor: 9 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka, Solomon, Strauss

Opposed: None

Bills:

3. [CB 120942](#) **AN ORDINANCE appropriating money to pay certain claims for the week of February 10, 2025, through February 14, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.**

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

In Favor: 9 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka, Solomon, Strauss

Opposed: None

H. COMMITTEE REPORTS

There were none.

I. ITEMS REMOVED FROM CONSENT CALENDAR

There were none.

J. ADOPTION OF OTHER RESOLUTIONS

There were none.

K. OTHER BUSINESS

There was none.

L. EXECUTIVE SESSION*

At 2:14 p.m., Council President Nelson announced that the Council would convene in Executive Session to discuss pending, potential, or actual litigation with an estimated end time of 3:30 p.m. At 3:25 p.m., the Executive Session was extended to 4:00 p.m. The Executive Session concluded at 3:53 p.m.

M. ADJOURNMENT

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

Jodee Schwinn, Deputy City Clerk

Signed by me in Open Session, upon approval of the Council, on March 4, 2025.

Sara Nelson, Council President of the City Council



Legislation Text

File #: CB 120944, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE appropriating money to pay certain claims for the week of February 17, 2025, through February 21, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.
BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Payment of the sum of \$21,643,305.98 on PeopleSoft 9.2 mechanical warrants numbered 4100901976 - 4100903398 plus manual or cancellation issues for claims, e-payables of \$83,323.54 on PeopleSoft 9.2 9100015154 - 9100015165, and electronic financial transactions (EFT) in the amount of \$32,051,822.24 are presented to the City Council under RCW 42.24.180 and approved consistent with remaining appropriations in the current Budget as amended.

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

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

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

Passed by the City Council the 4th of March, 2025, and signed by me in open session in authentication of its passage this 4th of March, 2025.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2025.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

Scheereen Dedman, City Clerk

(Seal)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Office of City Finance	Julie Johnson	Lorine Cheung

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE appropriating money to pay certain claims for the week of February 17, 2025, through February 21, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts. Claims include all financial payment obligations for bills and payroll paid out of PeopleSoft for the covered.

Summary and Background of the Legislation:

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

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

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

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

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

Please describe any financial costs or other impacts of *not* implementing the legislation. The legislation authorizes the payment of valid claims. If the City does not pay its legal obligations it could face greater legal and financial liability.

4. OTHER IMPLICATIONS

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

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

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

No.

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

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

N/A

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

N/A

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

N/A

- d. **Climate Change Implications**

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

N/A

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

N/A

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

N/A

5. CHECKLIST

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

6. ATTACHMENTS

Summary Attachments: None.



Legislation Text


File #: Appt 03081, **Version:** 1

Appointment of Trevor Duston as member, Seattle Human Rights Commission, for a term to July 22, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Trevor Duston</i>		
Board/Commission Name: <i>Seattle Human Rights Commission</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * <i>7/23/2023</i> to <i>7/22/2025</i> <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>West Seattle</i>	Zip Code: <i>98136</i>	Contact Phone No.: <i>Business phone # - NOT personal phone #</i>
Background: <i>Trevor strongly believes that serving and volunteering is very important to him. He is a critical thinker with a range of research interests and an educational background in sociology, equity, including coursework in social justice. He says, "If I am to call on my students to serve their communities, I must first serve myself."</i>		
Authorizing Signature (original signature):  Date Signed (appointed): February 13th, 2025	Appointing Signature <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>	

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

Trevor Duston

CERTIFICATIONS

AWS Certified Cloud Practitioner

Amazon 2022-2026

Quantum Computing

IBM QXQ • 2021

Certified in emerging AI and data analytics technologies.

Google Data Analytics Specialization

Coursera • 2021

Google Project Management Specialization

Coursera • 2021

PMI Membership

Project Management Institute 2021- Present

PMP Certification Preparation

Coursera 2021

Change Management Foundations

LinkedIn 2019

Gameification of Learning

LinkedIn 2019

EDUCATION

Bachelors of Arts in English Literature

Eastern Washington University • Cheney, WA • 2011 • 3.7

Master of Arts in Teaching ESL and Literature

Minor in Sociolinguistics • Eastern Washington University • Cheney, WA • 2013 • 3.9

PhD in English focusing in Writing, Rhetorics and Literacies

Minor in Literacy and Learning • Arizona State University • Tempe, AZ • 2023 • 3.9

EXPERIENCE

Professor

Grand Canyon University, Arizona State University, Glendale Community College, Eastern Washington University August 2013 - Present, Phoenix AZ

- Develop and deliver course material and evaluate between 300-500 students per term.
- Drive improvements in curriculum design and implementation for 2 on-ground courses
- 2-5% above average on instructional metrics including instructor engagement and expertise.
- Work cross functionally with Learning Management Tech team and the English Department to improve UI/UX course designs.
- Utilize appropriate technologies to design learning experiences including Camtasia, Captivate, and Adobe Creative Suite

Board Member

Phoenix RPGs

February 2022 - Present, Phoenix AZ

- Establish and own processes for diverse events with multiple purposes for events that thousands of people attend.
- Develop engaging learning experiences for volunteers and participants of all ages.
- Create scalable solutions for revenue development and community engagement.
- Manage communication between stakeholders and event management.

Educational Volunteer

Heifer International

May 2019 - August 2019, Perryville, AR

- Successfully offset program costs with the development of new courses and educational materials; monetized assets on the farm with new service-learning opportunities.
 - Collaborated with stakeholder groups to streamline communication and organization for programming.
 - Recognized as subject matter expert by non-profit leadership team in learning and curricular development
 - Increased participant engagement by approximately 10%.
-

PROJECTS

'22 Convention Season Phoenix RPGs

Phoenix, AZ • August 2018-2023

- Collaborate with a dispersed team to manage event schedules for thousands of visitors to annual conventions.
- Collect and utilize data to refine programming for future events.
- Develop Training materials and programs for new members of the community.
- Develop and Diversify revenue streams and chair of the Fund Development Committee.

Analysis of Training Mechanisms at ASU for Graduate Student Instructors

Phoenix, AZ • August 2023

- Conduct focus groups with participants to understand their training experience.
- Qualitative and Quantitative analysis of participant utterances to develop themes of process impediments and efficiencies.
- 150 page analysis of the history of training instructors and current trends in training.
- Proposed solutions at various stakeholder levels to improve the efficiency and quality of training

Analysis of Sexism at MAYO clinic Grand Rounds training sessions

Phoenix, AZ • August 2019

- Developed coding schema for data analysis, including safety mechanisms for verifying data and trained coding teams.
- Devised communication mechanisms for more than 10 stakeholders at locations in 3 states.
- Oversaw 3 separate coding teams of 2 individuals coding more than 100 hours of videos.
- Study published in the Journal of Women's Health.

Grant Research for Refugee Health Initiatives

Phoenix, AZ • August 2014

- Conduct independent research and provide notes to supervisory researchers
- Developed database for researchers to access for grant writing
- Led meeting to convey information to a cross-functional team of researchers to identify themes in the literature for grant writing.

Analysis of International Student Engagement and Societal Conditions

Cheney, WA • August 2013

- Designed and collected survey responses for students from all continents on the globe.
- Qualitative analysis of written submissions to develop relationships between social conditions of learners and their attitudes towards learning.
- Propose solutions to overcome the social impediments and foster more inclusive learning environments to further learning outcomes.

SKILLS

Curriculum Design / Development • Instructional Design • Curriculum Development • E-Learning Methodologies • Learning and Teaching in Multiple Modalities • Adult Learning Theory • Basic understanding of HTML, CSS and Javascript

Seattle Human Rights Commission

February 2025

21 Members: Pursuant to SMC 3.14.920, all members subject to City Council confirmation, 2-year terms, except for the Get Engaged member which will be a 1-year term per SMC 3.51

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

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
	F		1.	Member	Bryennah Quander	7/23/23	7/22/25	1	City Council
	M		2.	Member	Trevor Duston	7/23/23	7/22/25	1	Mayor
	F		3.	Member	Amy Bailey	7/23/23	7/22/25	1	City Council
	F		4.	Member	Gwen McCullough	7/23/23	7/22/25	1	Mayor
	M		5.	Member	James Munger	7/23/23	7/22/25	1	City Council
	M		6.	Member	Kyle Tibbs	1/23/24	1/22/26	1	Mayor
	F		7.	Member	Mariam Sulayman Koss	1/23/24	1/22/26	1	City Council
	F		8.	Member	Fathiya Abdi	1/23/24	1/22/26	1	Commission
			9.	Member		7/23/24	7/22/26	1	Mayor
	F		10.	Member	Koumudi Phadake	7/23/24	7/22/26	1	City Council
	F		11.	Member	Radhika Joshi	7/23/24	7/22/26	1	Mayor
	F		12.	Member	Anika Khan	7/23/24	7/22/26	1	City Council
	F		13.	Member	Kristina Sawyckyj	1/23/24	1/22/26	1	Mayor
	M		14.	Member	Ali Khan	1/23/24	1/22/26	1	City Council
	F		15.	Member	Diana Ortega-Chance	1/23/24	1/22/26	1	Mayor
	M		16.	Get Engaged	Avery Hultgren	9/1/24	8/31/25	1	Mayor
	M		17.	Member	Phillip Lewis	7/23/24	7/22/26	1	City Council
	F		18.	Member		1/23/24	1/22/26	3	Mayor
	M		19.	Member	Goutham Putta	7/23/24	7/22/26	1	Commission
	M		20.	Member	Nicholas Leydon	1/23/24	1/22/26	1	Commission
	F		21.	Member	Miranda Catsambas	7/23/24	7/22/26	1	Commission

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	3	4											
Council	3	5											
Comm	2	2											
Total	19												

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 Residential Council District number 1 through 7 or N/A -Diversity info is self-identified and

**RD voluntary.



Legislation Text


File #: Appt 03082, **Version:** 1

Appointment of Gwen McCullough as member, Seattle Human Rights Commission, for a term to July 22, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Gwen McCullough</i>		
Board/Commission Name: <i>Seattle Human Rights Commission</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * <i>7/23/2023</i> to <i>7/22/2025</i> <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Ballard</i>	Zip Code: <i>98107</i>	Contact Phone No.: <i>Business phone # - NOT personal phone #</i>
Background: <i>Gwen wants to collaborate with community and empower diverse perspectives to share unique needs and their wealth of ideas and tolls to endeavor taking apart oppressive structures and rebalancing access to power and governance with those who have been historically excluded.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): February 13, 2025		Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

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

Career Overview

- Over 15 years of public service as critical thought partner and leader, creating strategic plans and implementation approaches and workplans that make processes and programs more inclusive and result in improved equity outcomes, through curiosity and tailoring programming to meet the needs of those we aim to serve.
- Strong relationship builder, driven equity change management champion, & skilled influencer; Collaborative skills for creating feelings of belonging with various communities through active listening. Implementing flexible methodologies to operationalize equity in procedures and best practices aligned organizational antiracism goals and objectives. Trusted mentor, coach, and advisor for peers, leaders and students.
- Listening to and empowering collectives and resource/affinity groups and scaling mechanisms to embed anti bias and antiracist values, aligning programmatic work with transformational goals, including qualitative and quantitative data analysis and reporting to adaptively achieve objectives in creation of improved outcomes.
- Capacity builder developing and communicating long term vision and planning, responsibly managing resources, formulating training programs, policies, procedures, and best practices via intentional human centered design to attract, retain and develop diverse talent and maintain inclusive organizational culture.
- Center lived experience of Black and Brown people to optimize program effectiveness, applying tools and frameworks to increase participation and engagement of diverse groups to build collaborative and adaptive systems that are continuously improved, and evidence based.

Professional Experience

Diversity Equity Inclusion & Culture (DEI&C) Change Agent

Sound Transit

- Define, launch and drive change initiatives using equity methodologies and frameworks fulfilling organizational, department, division and group goals, creating a culture of psychological safety and inclusion within project teams.
- University of Washington Evan's School, Leading Public Innovation Graduate Certificate program, equipping accomplished leaders with the experience, tools and resources to strategically navigate complex environments, & make strategic policy and tactical procedure changes that advance equity and inclusion.
- Lead DEI&C Equity Change Management working group, providing evaluation frameworks and approaches to facilitate change initiatives that incorporate equitable methods into project management, educating teams on critical differences between compliance and building equitable change, and incorporating equity reporting into existing Board of Directors staff report templates for decision making.
- Co-lead Equitable Improvements in Procurement & Contracting work group with aims to not only improve use of underutilized S/DBE firms, but also to promote best practices for increasing diversity of private industry proposal team members in key roles, the performance of minority firm mentoring and development roles.
- Talent Champion- Improvements in Equitable Recruiting, candidate experience, job description improvement.
- Racial Equity Toolkit Evaluation of Performance Management– Facilitate and engage in racial equity tool evaluation of performance management process for equity improvements, via learning circles and focus group feedback and collaboration with HR and learning and development staff for agency wide improvement, training and implementation.
- Trainer- Diversity Equity & Inclusion, Unpacking Psychological Safety and Power in the workplace, Equity Choice Point Methodology for process improvement, Equity Data in Decision-Making, Applying Equity Methodology in Project Development and Implementation.

Director of Capital Project Development (CPD) Programs – Capital Delivery Dept (CDD)

Sound Transit: September 2022 - Present.

- Assign work activities and coordinate schedules, projects, and programs. Provide regular constructive feedback suggestions and recommendations in review and evaluation of work. Lead CPD in the development of scalable, more equitable strategy and workplans.
- Lead the development of CPD equity updates to policy, equity goal setting, working group process, and equity improvement implementation planning. Maintain effective and collaborative relationships with other internal

department and program leaders, external agencies, regulators, and local jurisdictions and facilitate negotiation and problem-solving solutions to issues with internal and public stakeholders.

- Coach, and mentor and counsel staff in support of professional developmental work planning, providing training and other educational opportunities related to anti racism and dismantling institutional and systemic inequities. Manage employee relations, establishing psychologically safe environment, establishing trustful relations and facilitating difficult conversations. Clarify priority workflow and report progression against schedule and budget milestones for executive level awareness and understanding.
- Plan, direct, manage and supervise the evaluative activities of CPD including assigned project and program staff from various functional portfolio areas with matrixed consultant resources for current planning/land use, system implementation and agreements, and permitting.
- Providing review and assessment of drafted capital project delivery organizational structure and recommendations for efficiency improvements to staffing, governance and project management processing. Supporting parallel efforts in enhanced management guidelines and resourcing to unify approach and automate process for improved reporting and accountability.
- Participate in agency efforts to respond to Technical Advisory Group improvement recommendations. Lead capital project entitlements policy and procedural working group efforts to improve project certainty in cost and schedule and best manage third party relations throughout project lifecycle.
- Serve on Agency Goal Team 2.3 Diversifying the Workforce, Equity Methodology Working Group lead, BEST ERG co-chair, Women Empowering Sound Transit ERG, South Corridor Equity and Inclusion Initiative.

Governance Framework Development Lead – Portfolio Services Office

Sound Transit: October 2021 – March 2022.

- Lead and direct agency-wide process to evolve, shape and scale a more equitable, sustainable, unified internal governance framework structure for improved decision-making and prioritized cross-departmental investment.
- Develop phased approach and lead collaborative interdepartmental stakeholder workshops during visioning and workgroup formation.
- Research, fact find and solicit feedback to plan change management milestones, establish current state, identify areas of opportunity for improvement and to set strategic goals for efficient decision-making, equity improvements and timely reporting of material impacts.
- Process includes governing state-of-good repair projects on existing transit facilities based on customer service surveys from historically excluded people and communities, along with stakeholder interviews.
- Draft streamlined internal governance framework for presentation to the Board of Directors outlining internal decision-making, governing principles, and timelines for the work to come.
- Coordinate assigned activities with other programs, divisions, departments/offices.

City of Seattle Senior Program Administrator

City Purchasing and Contracting Services, Finance and Administrative Services: March 2014 – March 2015.

- Technical expert for legally complex and controversial programs including alternate construction approaches (Design Build, GC/CM, Job Order Contracting) requiring cultural mindset shift to succeed. Coordinate RFQs/RFP process using best practices to optimize contract best value.
- Program lead on major capital development projects, guiding performance-based specification development, management of due diligence investigations and reporting, development of programmatic policy/process updates. Present sensitive and technical information to variety of stakeholder audiences.
- Ensure City public works are consistent with current social Equity programs such as Equal benefits, Disadvantaged Business Enterprise, Apprenticeship, Prevailing Wage, Federal Woman and Minority Inclusion Programs.

Education

State University of New York at Buffalo, Bachelor of Science, Biology 1995

Certifications

University of Washington Evans School, Leading Public Innovation Graduate Certificate, 2024
Diversity and Inclusion for HR Certificate, 2021, eCornell
Certified Change Management Professional, 2020, Association of Change Management Professionals
Envision Sustainability Professional Certification, 2016, Institute for Sustainable Infrastructure
Designated Design-Build Professional Certification, 2015, Design-Build Institute of America
Project Management Certification, 2005, University of Washington Extension Program

Women in Transportation

WTS Puget Sound Chapter Programs Committee Chair 2024
Diversity, Equity and Inclusion Committee Chair 2022-2023
Mentoring Program 2014 to 2022
Present on The Value of Inclusion at 2022 ACEC/WSDOT International Conference, at the WSDOT NW Regional Diversity Advisory Group meeting, and at the Intelligent Transit Systems Washington 2022 Annual Conference and Expo.
Present Equitable Methodology in Project Development and Implementation at The Pacific Northwest Transportation Consortium (PacTrans) Region 10 University Transportation Conference, 2023.
Present Operationalizing Equity in Project Development at APTA Mobility Conference, 2024.

Training, Technical Skills & Abilities

Instructor- Diversity Equity & Inclusion Workshop, UW School of Medicine Business Unit Fall Retreat, 2023
Present - Unpacking Psychological Safety & Power, Sound Transit Black History Month Lunch and Learn, 2023
Race Forward – Building Racial Equity and Organizing Racial Equity
Undoing Racism
Diversity & Inclusion Training, Inclusion 101 and 102 Trainings
Performance and Development Planning, Coaching, Facilitation
Mentoring Program
LEAD Program
Talent Champion/Hiring for Success
Values Champion
Eno Transportation Mid Manager I and II

Seattle Human Rights Commission

February 2025

21 Members: Pursuant to SMC 3.14.920, all members subject to City Council confirmation, 2-year terms, except for the Get Engaged member which will be a 1-year term per SMC 3.51

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

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
	F		1.	Member	Bryennah Quander	7/23/23	7/22/25	1	City Council
	M		2.	Member	Trevor Duston	7/23/23	7/22/25	1	Mayor
	F		3.	Member	Amy Bailey	7/23/23	7/22/25	1	City Council
	F		4.	Member	Gwen McCullough	7/23/23	7/22/25	1	Mayor
	M		5.	Member	James Munger	7/23/23	7/22/25	1	City Council
	M		6.	Member	Kyle Tibbs	1/23/24	1/22/26	1	Mayor
	F		7.	Member	Mariam Sulayman Koss	1/23/24	1/22/26	1	City Council
	F		8.	Member	Fathiya Abdi	1/23/24	1/22/26	1	Commission
			9.	Member		7/23/24	7/22/26	1	Mayor
	F		10.	Member	Koumudi Phadake	7/23/24	7/22/26	1	City Council
	F		11.	Member	Radhika Joshi	7/23/24	7/22/26	1	Mayor
	F		12.	Member	Anika Khan	7/23/24	7/22/26	1	City Council
	F		13.	Member	Kristina Sawyckyj	1/23/24	1/22/26	1	Mayor
	M		14.	Member	Ali Khan	1/23/24	1/22/26	1	City Council
	F		15.	Member	Diana Ortega-Chance	1/23/24	1/22/26	1	Mayor
	M		16.	Get Engaged	Avery Hultgren	9/1/24	8/31/25	1	Mayor
	M		17.	Member	Phillip Lewis	7/23/24	7/22/26	1	City Council
	F		18.	Member		1/23/24	1/22/26	3	Mayor
	M		19.	Member	Goutham Putta	7/23/24	7/22/26	1	Commission
	M		20.	Member	Nicholas Leydon	1/23/24	1/22/26	1	Commission
	F		21.	Member	Miranda Catsambas	7/23/24	7/22/26	1	Commission

SELF-IDENTIFIED DIVERSITY CHART

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



Legislation Text


File #: Appt 03083, **Version:** 1

Appointment of Kyle Tibbs as member, Seattle Human Rights Commission, for a term to January 22, 2026.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Kyle Tibbs		
Board/Commission Name: <i>Seattle Human Rights Commission</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 1/23/24 to 1/22/26 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>South Lake Union</i>	Zip Code: <i>98121</i>	Contact Phone No.: <i>Business phone # - NOT personal phone #</i>
Background: Kyle believes government works best when residents participate in the process of governing on any level available to them. It is a responsibility of everyone to be involved and care about what happens at the local level. He firmly believes that while the national government receives a majority of media interest, however, it is local government that has the most impact to daily human life. His background in government and non-profit management has led me to want to better the community in-which I live. It is his honor to submit himself as a candidate and work to make Seattle the best city in America.		
Authorizing Signature (original signature):  Date Signed (appointed): February 13th, 2025	Appointing Signatory: Bruce A. Harrell Mayor of Seattle	

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

Kyle Tibbs

LINKS

LinkedIn



PROFILE

Experienced professional with a demonstrated history of success managing stakeholder focused functions and programs. Recently named the Washington Society for Association Excellence (WSAE) Rising Star Awardee. Specialized in organizational development, operational efficiency, public policy, and mission driven collaboration through strategic planning. Adept in making key decisions and working with stakeholders to achieve goals and solve problems. Bachelor degree in Political Science, and a Master's in Public Administration. SHRM-CP certified, ADA certified, with nearly a decade of government and association experience.

EMPLOYMENT HISTORY

Nov 2022 — Present

Executive Director, Washington State Community Associations Institute (WSCAI)

- Developed & implement new policy and advocacy initiatives resulting in over 700 members responding to legislative call-to-actions in 2023.
- Membership growth of 12.3% over the last 12 months.
- 14 new programs launched in first 14 months, with member participation up 27% since date.
- Managed 15 volunteer committees, with a total of 135 volunteers.
- Led board through strategic planning and implementation process in 2024.
- Managed over a dozen large scale events with attendance between 200 and 750.
- Developed & implemented new budgeting procedures, resulting in an increase of revenue by 21% for a total budget of 900k annually, including Legislative Action Committee (LAC).
- Produced monthly, quarterly, and annual financial, membership, and strategic goal reports for the board.
- Increased member awareness of legislative goals, while raising additional funds for lobbying efforts.
- Expanded association offerings to reach members not based in the Puget Sound area, resulting in an increase of over 100 new members outside the Puget Sound region.

Jan 2018 — Sep 2022

SMACNA (Multiple offices)

Executive Vice President/Executive Director, (Missouri Region)

- Negotiated Collective Bargaining Agreements as lead negotiator for St. Louis and Springfield offices.
- Increased overall membership in the St. Louis office by 20% within 2 years.
- Developed and implemented 5-year strategic plan in collaboration with members and Board of Directors.
- Developed and implemented a new rebate processing program, which reduced program cost by 125K annually.
- Investigated EEOC complaints, ADA requests and complaints, discrimination, and other HR related matters.
- Organized and managed over 15 annual training programs for members annually.
- Managed Local Joint Adjustment Board process and administration (dispute/arbitration process).
- Completed monthly, quarterly, and annual financial reports.
- Developed and managed organization budgets totaling \$3m.
- Responsible for implementation and management of Collective Bargaining Agreements and processes.
- Represented association/member(s) at various quasi-judicial agencies related to CBA.

Manager-Marketing & Recruitment

(Mid-Atlantic Region- DC, MD, VA, WV)

- Launched recruitment campaign "Choose Bigger".
- Managed HR related systems: ADP and QuickBooks.
- Managed grievance process between employer and employee(s) through collective bargaining requirements and processes.
- Assisted in negotiating collective bargaining agreement as second chair- 43 businesses, 1,500 union members. (3 contracts)
- Investigated ADA, discrimination, and other HR related matters per CBA.
- Developed and managed budget of \$800k.

Oct 2016 — Dec 2017

Community Relations Specialist, City of Annapolis- Mayor's Office

- Processed volunteer applications for over 40 boards and commissions.
- Led applicants through Mayoral interviews, City Council Committee hearings, and full council meeting for confirmation of appointment to boards/commissions.
- Worked with over 100 community groups, organizations, and HOAs on various city projects, grants, economic development opportunities, and community investigations.
- Processed and investigated all ADA/Fair Housing violations with employers, businesses, community organizations, and rental companies as required by federal law.
- Successfully served as a representative on the following boards & commissions: Civil Service Board (staff advisor), Commission on Aging (Liaison), Education Commission (Liaison), Human Relations Commission (staff advisor), and the Annapolis Housing Authority.
- Successfully re-established six city boards/commissions.

Aug 2015 — Oct 2016

City Administrator/Manager, City of Woodbine,GA

- Direct all day-to-day government functions and department heads.
- Develop and manage annual city budget, including sewer/water department.
- Implemented 20% savings measures to reduce liability and decrease property taxes.
- Stabilized water/sewer rates through strategic planning and budgeting, without rate increases.
- Wrote and received solar grant for wastewater treatment facility, reducing operational expenses by 20% over 10-years.

EDUCATION

Bachelor of Political Science, Marshall University

Master of Public Administration , Pennsylvania State University

SKILLS

- | | |
|---------------------------|-----------------------|
| Ability to Work in a Team | Employee Relations |
| Strategic Planning | Operations Collective |
| Communication Skills | Bargaining |
| Leadership | QuickBooks |
| Microsoft Office | Management |
| American Disabilities Act | Public Policy |
| Certified Professional | |
| Revenue Growth | Membership Growth |

REFERENCES

Andrea Goodmansen- WSCAI Immediate Past President

Owner- McLeod Construction



Katlyn Chuchiak

HR Manager - Nationwide Energy Partners



Tom Spalding- Former SMACNA STL Counsel

Partner, Spalding Partnership



Seattle Human Rights Commission

February 2025

21 Members: Pursuant to SMC 3.14.920, all members subject to City Council confirmation, 2-year terms, except for the Get Engaged member which will be a 1-year term per SMC 3.51

- 8 City Council-appointed
- 9 Mayor-appointed (includes 1 Get-engaged Mayor position)
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Roster:

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	M		2.	Member	Trevor Duston	7/23/23	7/22/25	1	Mayor
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	M		6.	Member	Kyle Tibbs	1/23/24	1/22/26	1	Mayor
	F		7.	Member	Mariam Sulayman Koss	1/23/24	1/22/26	1	City Council
	F		8.	Member	Fathiya Abdi	1/23/24	1/22/26	1	Commission
			9.	Member		7/23/24	7/22/26	1	Mayor
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	F		12.	Member	Anika Khan	7/23/24	7/22/26	1	City Council
	F		13.	Member	Kristina Sawyckyj	1/23/24	1/22/26	1	Mayor
	M		14.	Member	Ali Khan	1/23/24	1/22/26	1	City Council
	F		15.	Member	Diana Ortega-Chance	1/23/24	1/22/26	1	Mayor
	M		16.	Get Engaged	Avery Hultgren	9/1/24	8/31/25	1	Mayor
	M		17.	Member	Phillip Lewis	7/23/24	7/22/26	1	City Council
	F		18.	Member		1/23/24	1/22/26	3	Mayor
	M		19.	Member	Goutham Putta	7/23/24	7/22/26	1	Commission
	M		20.	Member	Nicholas Leydon	1/23/24	1/22/26	1	Commission
	F		21.	Member	Miranda Catsambas	7/23/24	7/22/26	1	Commission

SELF-IDENTIFIED DIVERSITY CHART

	SELF-IDENTIFIED DIVERSITY CHART													
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Residential Council District number 1 through 7 or N/A - Diversity info is self-identified and

**RD voluntary.



Legislation Text


File #: Appt 03084, **Version:** 1

Appointment of Diana Ortega-Chance as member, Seattle Human Rights Commission, for a term to January 22, 2026.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Diana Ortega-Chance</i>		
Board/Commission Name: <i>Seattle Human Rights Commission</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 1/23/2024 to 1/22/2026 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Belltown</i>	Zip Code: <i>98121</i>	Contact Phone No.: <i>Business phone # - NOT personal phone #</i>
Background: <i>Diana believes that civic engagement is one of the most vital tools in addressing inequities in our society. As the daughter of immigrants, I know firsthand the importance of having representation in the rooms where decisions are made. I have dedicated my life to breaking down systemic barriers through both direct service and policy work. My career includes advocating for public health programing in our BIPOC communities as they pertain to mental health, housing, criminal justice reform arts access, education, women and children and creative economics.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): February 13th, 2025		Appointing Signatory: <i>Mayor Bruce Harrell</i> <i>City of Seattle Mayor</i>

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

Diana Ortega-Chance

Summary: Experienced nonprofit and government senior leader with a strong background in public policy as it pertains to arts, public health, education, community engagement/civic engagement, and organizational development. Successfully managed teams, secured funding, and led strategic planning initiatives to expand programming and increase impact. Expertise includes fostering inclusive organizational cultures and driving mission-aligned growth. Affiliations and memberships include; Latino Community Fund Board of Directors, National Urban Fellows Alumni Chapter, Dual Language Advisory Board, Edmonds School District, and Washington Arts Alliance Presenter Conexiones,

Highlighted Achievements

Development and Programming: Developed Indianapolis’s **first Public Music Therapy Program** and the expansion of Indiana Health and Hospital Corporation’s public arts concert programming. Fundraising \$112,000 for the new bedside music program and an additional \$70,000 for the implementation of live concert and workshops. Over 1,000,000 Indiana residents received free arts access in public hospitals, clinics and community centers from 2017 to 2020.

Community Engagement: Led strategic communications that resulted in 95% of 2024/2025 educational matinees selling out pre-season—a 40% increase—making us the only Puget Sound venue to do so post-COVID and drove a 44% rise in pre-season sales. Securing \$27,000 in revenues and providing more than 50% of seating for arts access free ticketing.

Fostering Inclusive Communities and Leadership Development: Championed the Anchor Revitalization Housing Project, addressing the impact of housing covenants on BIPOC homeowners. This initiative showcases my commitment to strengthening communities and building new collaborations, driving policy and system changes for broadly shared prosperity and well-being.

Implemented Policy Recommendations: Researched and recommended several of Indianapolis’s public health programs: (1) Mobile Crisis Assistance Team (MCAT), an interdisciplinary team consisting of a police officer, EMT, and a social worker; which respond to reported overdoses. (2) Wrap Around Services and arts intervention at the Ruben Engagement Center, a facility for detoxification. (3) Submitted research on jail diversion models to lower recidivism.

Management: Led a cross-departmental team of 80 members, including volunteers and staff, during a critical period transition of ECA’s Executive Director. Unified efforts across departments to ensure a seamless transition and maintain organizational stability.

Arts Access Expansion: Expanded Arts in Health programming throughout Washington State, providing marginalized nursing homes and families access to music therapy and concerts within five months of being hired at Edmonds Center for the Arts.

Professional Experience

Director of Education and Community Engagement

Edmonds Center for the Arts/Edmonds Public Facilities District

March 2022- Current

Edmonds, Washington

Leads the strategic execution of intergenerational community engagement programming at Snohomish County’s largest performing arts institution, overseeing more than 100 annual events.

Development and Community Programming:

- Cultivated key development leads, securing \$120,000 in annual support for educational programming.
- Generated over \$500,000 from educational programming stories, which are used to secure major gifts and sponsorships.

- Increased free and reduced event programming by 16% over 10 months allowing for 4,177 intergenerational learners in Snohomish County to access the arts in the 23/24 season.
- Expanded Arts in Health programming across Washington State, securing \$80,000 in federal funding from CMS to provide a music therapy and concerts model of care to marginalized nursing homes and families.
- Led the successful expansion of creative aging programs by securing a grant from Verdant Public Health. Identified the funding opportunity, authored the grant proposal, and achieved funding to support free arts in health classes for 20 caregivers and individuals experiencing memory loss.
- Designed and implemented studies using innovative evaluation tools to measure the impact of a diverse range of programs including student matinees, senior care initiatives, festivals, professional development, pre-show talks, community workshops, and internal staff events.
- Implemented A/B testing to optimize marketing strategies by measuring the performance of different versions based on specific metrics such as click-through rates, conversion rates, engagement levels, and sales. By analyzing these metrics, identified the most effective version and made data-driven decisions.

Strategic Planning:

- Served on the Leadership Transition Team for the Edmonds Public Facilities District, guiding the hiring of the first BIPOC Executive Director and contributing to the initial phases of the 3-year strategic plan development.
- Led strategic planning for Edmonds Center for the Arts' new arts campus in partnership with the Boys and Girls Club and advocated for Creative District funding in its preliminary phases from 2022-2023.

Change Management:

- Led a community engagement curriculum overhaul initiative, integrating diverse perspectives and teaching methods across 7 community engagement programs, which included attaining consensus across departments and aligning educators and staff on new processes.
- Single-threaded owner for ECA's largest community family festival event, attracting 2,500 attendees from a 145mile radius. Successfully managed and unified the team during ECA's leadership transition, resulting in increased team collaborations and a 20% rise in programmatic engagement.
- Spearheaded and developed companywide;
 - o Child Protection Policies, modules, and training sessions for 80 person staff and volunteers
 - o First Aid and Crowd Control Training Certification
- Led process improvement efforts that streamlined box office invoicing and district payments.
- Redesigned community engagement programs to better reflect diverse community needs, and training staff to manage these changes effectively.
- Implemented a new stakeholder communication strategy to ensure greater transparency and collaboration, enhancing community involvement in decision-making processes.
- Revamped hiring practices to prioritize diversity and inclusion, and training hiring managers on inclusive interviewing techniques.
- Spearheaded bias and cultural competency training initiative across the organization, fostering a more inclusive workplace culture and addressing unconscious biases.
- Led a culture transformation initiative, redefining company values, changing leadership styles, and introducing new recognition and reward systems to reinforce desired behaviors.

Budgeting:

- Managed 60% operational increase in the annual music program budget within 10 months of hire.
- Created annual fiscal year budgets for the education department. Leveraged historical data and actuals to make precise forecasts for seasonal arts programming, facilitating effective resource allocation.

Special Assistant to the President and CEO
Health and Hospital Corporation of Marion County

July 2016- October 2020
Indianapolis, IN

Hired to revitalize the city of Indianapolis through Arts in Community Health programming at Indiana's largest public hospital agency consisting of 10,000+ employee with 12 locations serving 1,032,929 people per year.

- Implemented Indianapolis's first public music therapy department, serving Eskenazi Hospital and other HHC facilities. Served patients throughout COVID-19 lock down, disbursed over \$100,000 in artists contracts during the pandemic.
- Directed 105 campus music events and supervised production staff. Responsible for creative vision and execution of daily programming.
- Developed the Indiana Legacy Series, a monthly community heritage programming concert that preserves African American jazz culture of the 1950's, and spotlights the eight living jazz legends of what was once the jazz hub of the Midwest.
- Commissioned and collaborated with Ball State University to conduct a multi-phase economic impact study that evaluated Health and Hospital Corporations' economic impact on the city, state, and nation.
- Increased hiring of 50% black and brown artists and female representation, prioritizing inclusivity and equity.
- Managed 68% operational increase in the annual music program budget from 2019 through philanthropy and internal fundraising, maximizing resources for community benefit.
- Integrated Classroom Programming: Developed and coordinated educational outreach concerts where students meet artists, toured hospital, learned nutrition on sky farm and met physicians to destigmatize the hospital experience and create culture of preventative care.
- Curated hospital books share library to include books, braille, and sheet music of BIPOC talent.
- Identified female artists in Indianapolis to create database that increased awareness for employment opportunities.
- Developed internship opportunity for visually impaired student and implemented recommendations to overhaul hospital music channel to include close captioning and sign language.
- Championed the provision of arts engagement strategies while leveraging, cultivating, and collaborating with inter-agency stakeholders at Health and Hospital Corporations to support the administration's Live, Work, Play economic development strategic planning.

Music Program Specialist- Program Developer
Children's Aid Society

Nov 2013 – May 2016
Bronx, NY

Developed and led community outreach music programming for parents, teachers, community leaders, and students for an organization with 75 locations serving 200,000 people annually.

- Developed and implemented the music department at Children's Aid Society Community School 61 in the Bronx, NY. Taught "El Sistema" band for grades 2-5 for 150 after school students. Facilitated monthly arts integration workshops for 10 classroom teachers.

Leader-Teaching Artist
The Leadership Program

Nov 2012 – May 2016
New York, NY

- Training in social work practices to facilitate arts integrated leadership workshops and conflict management (Violence Prevention Programming) lessons for inner-city public schools grade K-12

Education

Financial Success for Non-Profits Certificate Cornell University	Ithaca, NY, June
Master of Public Administration Baruch College	New York, NY, July
Course Work Indiana University Jacob School of Music	Bloomington, Indiana, July
Bachelor of Music New England Conservatory	Boston, MA, May
Pre-College Juilliard School	New York, NY, June

Seattle Human Rights Commission

February 2025

21 Members: Pursuant to SMC 3.14.920, all members subject to City Council confirmation, 2-year terms, except for the Get Engaged member which will be a 1-year term per SMC 3.51

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

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
	F		1.	Member	Bryennah Quander	7/23/23	7/22/25	1	City Council
	M		2.	Member	Trevor Duston	7/23/23	7/22/25	1	Mayor
	F		3.	Member	Amy Bailey	7/23/23	7/22/25	1	City Council
	F		4.	Member	Gwen McCullough	7/23/23	7/22/25	1	Mayor
	M		5.	Member	James Munger	7/23/23	7/22/25	1	City Council
	M		6.	Member	Kyle Tibbs	1/23/24	1/22/26	1	Mayor
	F		7.	Member	Mariam Sulayman Koss	1/23/24	1/22/26	1	City Council
	F		8.	Member	Fathiya Abdi	1/23/24	1/22/26	1	Commission
			9.	Member		7/23/24	7/22/26	1	Mayor
	F		10.	Member	Koumudi Phadake	7/23/24	7/22/26	1	City Council
	F		11.	Member	Radhika Joshi	7/23/24	7/22/26	1	Mayor
	F		12.	Member	Anika Khan	7/23/24	7/22/26	1	City Council
	F		13.	Member	Kristina Sawyckyj	1/23/24	1/22/26	1	Mayor
	M		14.	Member	Ali Khan	1/23/24	1/22/26	1	City Council
	F		15.	Member	Diana Ortega-Chance	1/23/24	1/22/26	1	Mayor
	M		16.	Get Engaged	Avery Hultgren	9/1/24	8/31/25	1	Mayor
	M		17.	Member	Phillip Lewis	7/23/24	7/22/26	1	City Council
	F		18.	Member		1/23/24	1/22/26	3	Mayor
	M		19.	Member	Goutham Putta	7/23/24	7/22/26	1	Commission
	M		20.	Member	Nicholas Leydon	1/23/24	1/22/26	1	Commission
	F		21.	Member	Miranda Catsambas	7/23/24	7/22/26	1	Commission

SELF-IDENTIFIED DIVERSITY CHART

			(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)		
	Male	Female	Transgender	NB/ O/U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	3	4											
Council	3	5											
Comm	2	2											
Total	19												

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 Residential Council District number 1 through 7 or N/A -Diversity info is self-identified and

**RD voluntary.



Legislation Text

File #: Appt 03085, **Version:** 1

Appointment of Chris Curia as member, Seattle LGBTQ Commission, for a term to October 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Chris Curia		
Board/Commission Name: Seattle LGBTQ Commission		Position Title: Member
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>Seattle LGBTQ Commission</i>	Date Appointed:	Term of Position: * 11/1/2023 to 10/31/2025 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Pioneer Square</i>	Zip Code: <i>98104</i>	Contact Phone No.:
Background: <p><i>Chris Curia, MA, LMHCA (he/they) is a Seattle-based mental health counselor. Chris holds two degrees in counseling psychology and community development from The Seattle School, a small, psychoanalytic graduate institution based downtown, where Chris works as an Instructional Assistant. Chris' graduate research addressed mental health disparities through trauma-informed, community-centered care initiatives and proposed innovative partnerships between private and public sectors. As a commissioner, he plans to recommend policies and legislation in partnership with public officials to make Seattle more equitable for his clients and those who will never have access to equitable mental healthcare or sufficient social services. He looks forward to lending his clinical training and field experience to the public sector in his ability to listen, provide constructive feedback, and facilitate thoughtful decision-making towards actionable outcomes.</i></p>		
Authorizing Signature (original signature):  Date Signed (appointed): 12-17-24		Appointing Signatory: <i>Brett Pepowski,</i> <i>Seattle LGBTQ Co-chair</i>

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

Chris Curia (he/they), MA, LMHCA

Curriculum Vitae

Personal Statement

Community leader, mental health counselor, and researcher gaining experience in Washington mental healthcare by providing equitable, person-centered, queer-informed, relationally-driven therapeutic care.

Professional Experience

Mental Health Counselor

Pacific Mental Health • 2022-present

Earned direct client contact hours in a ten-month internship, including supervision and group consultation, according to licensure requirements outlined by The Seattle School of Theology & Psychology following Washington State Department of Health requirements. Transitioned into a full-time position based at the Pioneer Square clinic.

Barista

Cloud City Coffee • 2021–2023

Pilgrim Coffeehouse • January 2021–December 2021

Rotated shifts between register and cash flow, kitchen operations, lobby oversight, and preparing espresso drinks. Managed online customer service.

Missional Community Intern

Bellevue First United Methodist Church (FUMCB) • 2021-2022

Catalyzed deeper exploration of FUMCB's vision and values by providing opportunities for deeper community fellowship and engagement. Oversight of Spiritual Formation via curating an online video catalog throughout a year-long internship. FUMCB is a historic, progressive, open-and-affirming faith community in downtown Bellevue, WA.

Director of Youth Ministries

Fairway Church • 2017–2020

Oversight of student ministries in a faith community in greater Grand Rapids, Michigan. Led an outreach ministry chapter at a public high school. Provided care and training for students, families, and volunteer leaders. Developed regular content for youth gatherings, teachings, and community events and participated in community leadership. Coordinated efforts to minimize carbon footprint.

Education

M.A. Counseling Psychology (MACP)

M.A. Community Development (MATC-CD)

The Seattle School of Theology & Psychology • 2020–present

MACP Graduation: June 2023; MATC-CD Anticipated Graduation: June 2024

Relevant Coursework: Psychopathology: Assessment, Appraisal, Diagnosis; Social & Cultural Diversities; God, Gender, & Sexuality; Therapy: Interpersonal Theory and the Practice of Therapy; Theories of Change; Critical Social Theory; Collaborative Community Development.

Research: Feminism and sociopolitical conservatism; ACT therapy and mindfulness fostering psychological flexibility; accountable leadership in communal fragmentation; spirituality and psychodynamic theory; Internal Family Systems and queer theory; achieving mental health equity among marginalized population through liberation and community psychological frameworks.

B.A. Film & Media

Calvin University • 2013-2017

Concentrations: Ministry Leadership, Spanish

Additional Experience

Documentary Filmmaker

Jubileo (2020) • City of Light Films

Crowdfunded and produced an award-winning documentary.

Student Leadership

Student Council, Engaging TSS • 2021-2023

Participated in and facilitated various student groups and student-led initiatives at The Seattle School. Promoted institutional change through community organizing, dialogical facilitation, and policymaking to prioritize learning equity among underrepresented students.

DoBetterYoungLife Regional Council

Young Life Western Great Lakes Region • 2020

Served on a team of current and former Young Life staff formed to guide a regional response to the national DoBetterYoungLife movement. Developed and compiled results for a staff survey administered to help staff and volunteers engage in conversations around religion and sexuality.

Ethics and Religion Talk

The Rapidian • 2019–2020

Published a weekly column on ethics and religion from a multi-faith perspective on a panel of nine faith leaders representing various religious traditions in Grand Rapids, Michigan.

Climate Witness Partner

Christian Reformed Church of North America (CRC) • 2019–2020

Generated awareness about climate change and energy stewardship through advocacy and education as a Climate Witness Partner. Met with local faith leaders and elected officials in a conservative political climate to advocate for sustainable environmental policies and practices.

Seattle Lesbian, Gay, Bisexual, Transgender and Queer Commission January 2025

Members: Pursuant to *SMC 3.14.920*, all members subject to City Council confirmation, 2-year terms, except the Get Engaged member who will serve a 1-year term pursuant to SMC 3.51.

- 8 City Council-appointed
- 9 Mayor-appointed

Roster: 4 Other Appointing Authority-appointed: Commission-appointed

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
		4	1.	Member	Jessa Gavrielle Davis	5/1/23	4/30/25	1	City Council
			2.	Member	VACANT	5/1/23	4/30/25	1	Mayor
		3	3.	Member	Ry Armstrong	5/1/23	4/30/25	1	City Council
		7	4.	Member	VACANT	5/1/23	4/30/25	1	Mayor
		3	5.	Member	Jeremy Erdman	5/1/23	4/30/25	1	City Council
			6.	Member	VACANT	11/1/23	10/31/25	1	Mayor
			7.	Member	Kody Allen	11/1/23	10/31/25	1	Commission
		6	8.	Member	Steven Pray	11/1/23	10/31/25	2	Mayor
		4	9.	Member	Maha Roy	5/1/24	4/30/26	1	City Council
			10.	Member	Jason Self	5/1/24	4/30/26	1	Mayor
		5	11.	Member	Theresa Smith	5/1/24	4/30/26	1	City Council
		3	12.	Member	Brett Pepowski	5/1/24	4/30/26	2	Mayor
		3	13.	Member	Landon Labosky	11/1/24	10/31/26	1	City Council
			14.	Member	Barry Fuentes	11/1/24	10/31/26	1	Mayor
		5	15.	Member	Christina Pizaña	11/1/23	10/31/25	1	City Council
			16.	Get Engaged	Scott Beck	9/1/24	8/31/25	1	Mayor
			17.	Member	Ashley E. Ford	5/1/24	4/30/26	1	City Council
			18.	Member	VACANT	11/1/23	10/31/25	1	Mayor
			19.	Member	Chris Curia	11/1/23	10/31/25	1	Commission
		3	20.	Member	Andrew Ashiofu	5/1/24	4/30/26	2	Commission
		7	21.	Member	Amari Leach	5/1/24	4/30/26	1	Commission

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

Key:

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

Diversity information is self-identified and is voluntary.



Legislation Text


File #: Appt 03086, **Version:** 1

Appointment of Jessa Gavrielle Davis as member, Seattle LGBTQ Commission, for a term to April 30, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Jessa Gavrielle Davis</i>		
Board/Commission Name: <i>Seattle LGBTQ Commission</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 5/1/2023 to 4/30/2025 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Belltown</i>	Zip Code: <i>98121</i>	Contact Phone No.:
Background: <i>Jessa Gavrielle Davis (she/her) was born and raised in Scranton/Wilkes-Barre, PA and has chosen to make her home in Seattle after establishing her career as an engineer and technology consultant. She currently works as a cybersecurity consultant for a large global consulting firm and is preparing to begin a doctoral program at the City University of Seattle. In addition to living and working across the US, she has spent several years in Eastern Europe, the Caribbean, and South Asia working to support humanitarian causes, including volunteering with non-profits, collaborating with teams at innovation labs, and most recently working as a project manager and software developer with the United Nations Office for Project Services. Jessa continues to volunteer in her local community to advocate for LGBTQ+ issues; and she also works with regional and national organizations to empower local communities in upholding and expanding civil rights and social justice for all. She currently serves as the Co-Chair of Social Media and Digital Engagement on the Seattle Human Rights Campaign Steering Committee.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): 01/08/25		Appointing Signatory: <i>Councilmember Cathy Moore</i> <i>Seattle City Council</i>

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

Jessa Gavrielle Davis (she/her)

Security Consulting Manager | OT SecOps | Cyber-Physical Security

Objective

- To continue to build my career as a leader and a cybersecurity practitioner, applying my background in Cyber-Physical Systems and Operational Technology to solving DER cybersecurity risks and supporting smart grid cyber resilience strategies.

Qualifications

- 15+ years' experience working in the oil and gas and electric utilities industries.
- Accomplished technology manager, cybersecurity consultant, and project manager; team lead, mentor, and trainer in a variety of roles and contexts.
- Specialist in cyber-physical systems (CPS), operational technology (OT) and industrial control systems (ICS), including distributed control systems (DCS), supervisory control and data acquisition (SCADA), distributed energy resources (DERs), and industrial internet of things (IIoT).

Education

- **City University of Seattle**, *September 2025 (Start date)*
 - Doctor of Information Technology, Cybersecurity
 - Research project designed to investigate and provide solutions for integrating electric vehicles (EVs) and EV charging infrastructure into smart grid environments, with a focus on supporting grid stability, cybersecurity best practices, and cyber resilience strategies.
- **Maryville University**, *May 2023 – May 2025 (Planned)*
 - Master of Science, Cybersecurity
 - Graduate Certificate, Cybersecurity Penetration Testing
 - Graduate Certificate, Cybersecurity Incident Response
- **University of California San Diego Extension**, *January 2023 – March 2024*
 - Certificate, Communications Software Development for Distributed Energy Resources
- **University of Texas at Austin**, *November 2020 – June 2021*
 - Certificate, Cybersecurity
- **Southern New Hampshire University**, *August 2014 – December 2017*
 - Bachelor of Science, Information Technology (Robotics & Artificial Intelligence)
 - President's List
 - Graduated with honors, Summa Cum Laude
- **Western Wyoming Community College**, *August 2010 – July 2012*
 - Associate of Applied Science, Electrical and Instrumentation Technology
 - President's Honor Roll
 - Questar Automation Scholarship

Certifications

- **CompTIA:** Security+
- **International Society of Automation:** ISA/IEC 62443 Cybersecurity Fundamentals Specialist
- **Microsoft:** Azure (AZ-900); Security, Compliance, and Identity (SC-900)
- **Nozomi:** Nozomi Networks Certified Engineer (NNCE)
- **DevOps Institute:** DevOps Foundation (DOFD); DevSecOps Foundation (DSOF)
- **Blockchain Council:** Certified Blockchain Security Professional (CBSP)

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

Media, Articles, & Publications

- [Securing OT Networks: Safeguarding Identity & Remote Access | LinkedIn](#)
- [On the Regulation of Gender, Sexuality, and Individual Liberty in Red States | by Jessa Gavrielle Davis | Medium](#)
- [Sikka: Working at the intersection of blockchain and humanitarian innovation | by Jessa Gavrielle Davis | Medium](#)

Conferences & Speaking Engagements

- Cal Poly Pomona Cybersecurity & Awareness Fair,
 - “Exploring Blockchain and Cybersecurity Solutions for the Internet of Energy.”
- Executive Women’s Forum (EWF) WA Regional event,
 - “Does AI Dream of Electric Substations? Generative AI and the Frontiers of AI Safety Principles for Critical Infrastructure Systems.”
- International Society of Automation (ISA) Automation Summit and Expo,
 - “Does AI Dream of Electric Substations? Generative AI and the Frontiers of AI Safety Principles for Critical Infrastructure Systems” [Updated and expanded content].
- South Puget Sound Community College, “Bridges to Employment” Cybersecurity, Computer Science, and Software Development Career Pathways event,
 - Keynote Address
 - Discussion Panel, IT Workforce and Industry Trends

Volunteering & Activism

- Human Rights Campaign Seattle:
 - Steering Committee Member
 - Digital Engagement & Social Media Chair
- Accenture:
 - US Pride ERG National Events & Programming Co-Lead
 - US Pride ERG Trans+ & Gender Non-Conforming People Subgroup Steering Committee member
 - Pacific Northwest Inclusion Ambassador
- Out in West Texas:
 - Board Member
 - IT System Administrator

Work Experience

- **Security Consulting Manager, Accenture Security**
 - *Seattle, Washington, USA: October 2021 – Present*
 - OT Security Architect: Review and design security architecture, focused on containerized applications, microservices and DevSecOps best practices, perform threat modelling, and define and evaluate site acceptance testing procedures, as part of a grid modernization and DER integration initiative for a large electric utility in the US.
 - Project Manager and Assessor: Managed workflows for a NERC CIP cybersecurity vulnerability assessment at a large electric utility in the US.
 - Project Manager: Managed multiple workstreams to remediate findings of a penetration test for a large international oil and gas producer’s IT network.
 - OT Security Architect: Performed security architecture assessment on a privileged access management (PAM) solution for a major refined products pipeline in the US and aligned recommended processes and procedures to TSA Security Directive Pipeline-2021-02.

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

- **Senior Controls Specialist, Kinder Morgan**
 - *Odessa, Texas, USA: May 2019 – October 2021*
 - Provided field engineering support for OT/ICS/SCADA systems for pipeline compression facilities in Texas, New Mexico, and Oklahoma, including new construction projects and controls upgrades on legacy systems.
 - Create, modify, and maintain PLC, RTU and HMI programs, maintain SQL databases, and configure network devices for plant DCS and SCADA systems.
 - Configure, maintain, and troubleshoot LAN network devices within DCS, including switches, routers, and cellular modems for SCADA networks.
 - Participated in PSSR and commissioning of the Gulf Coast Express and Permian Highway Pipeline projects in west Texas 2019-2021; and continued to provide on-going field support on both projects to ensure operational safety and reliability.

- **Automation Technician Supervisor, Keane Group**
 - *Odessa, Texas, USA: January 2019 – May 2019*
 - Managed a geographically dispersed team of field technicians, trained new employees, and supported field operations as an SME in ICS maintenance and troubleshooting.
 - Responsible for continual operational readiness of OT/ICS/SCADA systems, including end devices, user interfaces, processors, servers, and networking and telecommunications devices, for heavy duty equipment used in upstream oilfield completions operations.
 - Configure, maintain, and troubleshoot LAN network devices within DCS, including switches, routers, and VSAT for SCADA networks.

- **Blockchain Support Analyst, United Nations Office for Project Services**
 - *Kathmandu, Nepal: December 2017 – December 2018.*
 - Devised technical specifications, developed software, and managed blockchain integration projects to support the mission of UNOPS in South Asia and with global partners.
 - Provided consultation and project management services for technological solutions in humanitarian and disaster response fields, managed a remote team of developers, and delivered training on the application of emerging technologies such as IoT, blockchain, and data analytics.
 - Blockchain advisor and Solidity developer on Sikka project (www.sikka.me) at World Vision International Nepal.

- **Volunteer, Nepal Innovation Lab (World Vision International Nepal)**
 - *Kathmandu, Nepal: January 2017 – December 2017.*
 - Collaborated with innovation lab staff and volunteers to devise technical solutions to programs and initiatives under World Vision International's earthquake and disaster response programs in Nepal and South Asia.
 - Provided expertise in developing code in Java, Node, and Python for APIs, microservices and containerized applications, and developed Solidity smart contracts on the Ethereum blockchain for development, testing, and analysis of blockchain-based solutions for humanitarian relief programs and development aid projects.

- **Automation Technician Supervisor, Liberty Oilfield Services**
 - *Denver, Colorado, USA: January 2014 – June 2015.*
 - Managed a geographically dispersed team of field technicians, trained new employees, and supported field operations as an SME in ICS maintenance and troubleshooting.
 - Responsible for continual operational readiness of OT/ICS/SCADA systems, including end devices, user interfaces, processors, servers, and networking and telecommunications devices, for heavy duty equipment used in upstream oilfield completions operations.

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

- Configure, maintain, and troubleshoot LAN network devices within DCS, including switches, routers, and VSAT for SCADA networks.
 - Radiation Safety Officer: Devised and implemented policies and procedures for storage, transportation, and use of radioactive isotopes in compliance with state and federal regulations.
- **Automation Technician, Halliburton Energy Services**
 - *Hobbs, New Mexico, USA: January 2013 – January 2014.*
 - Responsible for continual operational readiness of OT/ICS/SCADA systems, including end devices, user interfaces, processors, servers, and networking and telecommunications equipment, for heavy duty equipment used in upstream oilfield completions operations.
 - Configure, maintain, and troubleshoot LAN network devices within DCS, including switches, routers, and VSAT for SCADA networks.
- **Automation Technician, Nabors Industries**
 - *Rock Springs, Wyoming, USA: August 2012 – January 2013.*
 - Responsible for continual operational readiness of OT/ICS/SCADA systems, including end devices, user interfaces, processors, servers, and networking and telecommunications equipment, for heavy duty equipment used in upstream oilfield completions operations.
 - Configure, maintain, and troubleshoot LAN network devices within DCS, including switches, routers, and VSAT for SCADA networks.
- **SCADA Automation Technician, QEP Energy Company**
 - *Rock Springs, Wyoming, USA: October 2011 – August 2012.*
 - Responsible for installation, configuration, maintenance and troubleshooting of OT end devices, user interfaces, processors, and networking and telecommunications equipment on upstream oil and gas facilities, including wells, field compressors, and gas plants.
 - Played a key role in the upgrade of over 1,000 RTUs, including commissioning controls system and adding devices to SCADA network.

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

Seattle Lesbian, Gay, Bisexual, Transgender and Queer Commission January 2025

Members: Pursuant to **SMC 3.14.920**, **all** members subject to City Council confirmation, 2-year terms, except the Get Engaged member who will serve a 1-year term pursuant to SMC 3.51.

- 8 City Council-appointed
- 9 Mayor-appointed

Roster: 4 Other Appointing Authority-appointed: Commission-appointed

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
		4	1.	Member	Jessa Gavrielle Davis	5/1/23	4/30/25	1	City Council
			2.	Member	VACANT	5/1/23	4/30/25	1	Mayor
		3	3.	Member	Ry Armstrong	5/1/23	4/30/25	1	City Council
		7	4.	Member	VACANT	5/1/23	4/30/25	1	Mayor
		3	5.	Member	Jeremy Erdman	5/1/23	4/30/25	1	City Council
			6.	Member	VACANT	11/1/23	10/31/25	1	Mayor
			7.	Member	Kody Allen	11/1/23	10/31/25	1	Commission
		6	8.	Member	Steven Pray	11/1/23	10/31/25	2	Mayor
		4	9.	Member	Maha Roy	5/1/24	4/30/26	1	City Council
			10.	Member	Jason Self	5/1/24	4/30/26	1	Mayor
		5	11.	Member	Theresa Smith	5/1/24	4/30/26	1	City Council
		3	12.	Member	Brett Pepowski	5/1/24	4/30/26	2	Mayor
		3	13.	Member	Landon Labosky	11/1/24	10/31/26	1	City Council
			14.	Member	Barry Fuentes	11/1/24	10/31/26	1	Mayor
		5	15.	Member	Christina Pizaña	11/1/23	10/31/25	1	City Council
			16.	Get Engaged	Scott Beck	9/1/24	8/31/25	1	Mayor
			17.	Member	Ashley E. Ford	5/1/24	4/30/26	1	City Council
			18.	Member	VACANT	11/1/23	10/31/25	1	Mayor
			19.	Member	Chris Curia	11/1/23	10/31/25	1	Commission
		3	20.	Member	Andrew Ashiofu	5/1/24	4/30/26	2	Commission
		7	21.	Member	Amari Leach	5/1/24	4/30/26	1	Commission

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

Key:

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 03087, **Version:** 1

Appointment of Landon Labosky as member, Seattle LGBTQ Commission, for a term to October 31, 2026.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Landon Labosky</i>		
Board/Commission Name: <i>Seattle LGBTQ Commission</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other:	Date Appointed:	Term of Position: * <i>11/1/2024</i> to <i>10/31/2026</i> <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Capitol Hill</i>	Zip Code: <i>98122</i>	Contact Phone No.:
Background: <i>Landon Labosky holds a Masters in Public Administration with an emphasis in State and Local Policy. He also has experience serving as a Fellow with Conservation Voters for Idaho; Diversity, Equity and Inclusion Chair for USA Swimming; DEI Chair, Aquatics for the National Recreation and Parks Association; and most recently, Chair of the Washington Recreation and Parks Association, Aquatics. As a member of the LGBTQ Commission, he hopes to continue to work alongside fellow commissioners to help advance productive policy and legislation that directly impact the LGBTQ community as well as the entire community of Seattle; they go hand in hand. He hopes to directly connect with people in neighborhoods, hear their stories, and advocate for their wants from the government that serves them. Seattle can and will be at the forefront of huge solutions affecting the quality of life of all people who reside in its city boundaries, but it will take collective action to get the correct policies in place.</i>		
Authorizing Signature (original signature): <i>Cathy Moore</i>		Appointing Signatory: <i>Councilmember Cathy Moore</i> <i>Seattle City Council</i>
Date Signed (appointed): 01/08/25		

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

LANDON LABOSKY, MPA, CPRP

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

SUMMARY

I am a community minded manager, people leader, and organizer, with over nine years of direct management and professional coaching experience. I am passionate regarding diversity and inclusion and thrive in environments where culture, creativity, and individual performance are paramount. I bring a multifaceted organizational skill set to the table, along with the ability to manage multi-million-dollar budgets, large projects, and data. I am comfortable in the driver's seat of organizations and excel in culture and people development.

SKILL SETS

- People management
- Conflict management
- Employee development
- Client relations
- Public relations
- ESRI/ArcGIS
- Hiring
- Communication
- Team Leadership
- MS Suite
- Culture development
- Training
- Data management
- Cross-functional leadership
- Diversity and Inclusion

EXPERIENCE

Aquatics Manager | *City of Covington* **January 2022 – Current**

- Lead and direct all aquatic staff consisting of 5 full-time and 60+ part-time members
- Develop, administer, and manage a \$1.9M budget, including grant management and reporting
- Create and update existing standard operating procedures and manage asset inventory lifespan
- Hire personnel, execute staff meetings, establish, and teach professional development
- Identify areas for improvement and work with key stakeholders to generate positive outcomes for the community
- Develop and maintain positive relationships with groups utilizing city services
- Create a supportive, dynamic, and healthy work environment for staff members to thrive in

Consultant | *Labosky LLC* **August 2019 - Current**

- Work as a project manager to help organizations restructure job descriptions, teams and processes for better effectiveness
- Create and implement goals, standards and procedures with executive leadership and drive accountability efforts
- Develop methods for assessment as it relates to productivity for current and future performance

Assistant Director | *River Way Ranch Camp* | *Sanger, CA* **May 2013 – August 2019**

- Lead and directed all camp leadership consisting of 5 managers and over 100 staff members
- Implemented and managed safety protocols camp wide to ensure individual participant safety and to manage liability
- Developed interviewing and hiring standards to recruit the right type of leaders and evaluated performance post hire

EDUCATION & COMMUNITY INVOLVEMENT

Master's Degree in Public Administration and Policy | *Boise State University* | *Boise, ID* **December 2021**

Bachelor of Arts in Communication | *Boise State University* | *Boise, ID* **August 2020**

Diversity and Inclusion Chair | *National Recreation and Parks Association, Aquatics* **August 2022 – October 2023**

Fellow | *Conservation Voters for Idaho* **January 2021 – August 2021**

- Part of the inaugural class for DEI within the organization
- Tasked to teach members of the community how to include diversity and inclusion within their spheres of influence
- Met with community leaders, CEO, legislators, and other government officials to drive visibility

Diversity, Equity, and Inclusion Chair | *USA Swimming* **October 2019 – October 2021**

Swim Coach | *Boise Swim Coach* **January 2015 – December 2021**

- Coached approx. 35 intermediate swimmers (ages 8 – 18) to develop a well-rounded approach to competition and their lives
- Led training on diversity, equity, and inclusion for the entire region and facilitated an open culture where all are included equally

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

Seattle Lesbian, Gay, Bisexual, Transgender and Queer Commission January 2025

Members: Pursuant to **SMC 3.14.920**, **all** members subject to City Council confirmation, 2-year terms, except the Get Engaged member who will serve a 1-year term pursuant to SMC 3.51.

- 8 City Council-appointed
- 9 Mayor-appointed

Roster: 4 Other Appointing Authority-appointed: Commission-appointed

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
		4	1.	Member	Jessa Gavrielle Davis	5/1/23	4/30/25	1	City Council
			2.	Member	VACANT	5/1/23	4/30/25	1	Mayor
		3	3.	Member	Ry Armstrong	5/1/23	4/30/25	1	City Council
		7	4.	Member	VACANT	5/1/23	4/30/25	1	Mayor
		3	5.	Member	Jeremy Erdman	5/1/23	4/30/25	1	City Council
			6.	Member	VACANT	11/1/23	10/31/25	1	Mayor
			7.	Member	Kody Allen	11/1/23	10/31/25	1	Commission
		6	8.	Member	Steven Pray	11/1/23	10/31/25	2	Mayor
		4	9.	Member	Maha Roy	5/1/24	4/30/26	1	City Council
			10.	Member	Jason Self	5/1/24	4/30/26	1	Mayor
		5	11.	Member	Theresa Smith	5/1/24	4/30/26	1	City Council
		3	12.	Member	Brett Pepowski	5/1/24	4/30/26	2	Mayor
		3	13.	Member	Landon Labosky	11/1/24	10/31/26	1	City Council
			14.	Member	Barry Fuentes	11/1/24	10/31/26	1	Mayor
		5	15.	Member	Christina Pizaña	11/1/23	10/31/25	1	City Council
			16.	Get Engaged	Scott Beck	9/1/24	8/31/25	1	Mayor
			17.	Member	Ashley E. Ford	5/1/24	4/30/26	1	City Council
			18.	Member	VACANT	11/1/23	10/31/25	1	Mayor
			19.	Member	Chris Curia	11/1/23	10/31/25	1	Commission
		3	20.	Member	Andrew Ashiofu	5/1/24	4/30/26	2	Commission
		7	21.	Member	Amari Leach	5/1/24	4/30/26	1	Commission

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

Key:

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

Diversity information is self-identified and is voluntary.



Legislation Text


File #: Appt 03088, **Version:** 1

Appointment of Maha Roy as member, Seattle LGBTQ Commission, for a term to April 30, 2026.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Maha Roy</i>		
Board/Commission Name: <i>Seattle LGBTQ Commission</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 5/1/2024 to 4/30/2026 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>University District</i>	Zip Code: <i>98105</i>	Contact Phone No.:
Background: <i>Maha Roy, born into a political family advocating for justice and equity in South Asia, has dedicated his life to advancing the rights of marginalized communities. With a history of impactful advocacy for tribal, minority, and persecuted groups, Maha has worked across state senates, international government relations, and the United Nations to promote transparency and inclusivity. As a member of the LGBTQ Commission, he aims to use his lived experience and advocacy expertise to create meaningful, systemic change. He hopes to advance policies that protect LGBTQ individuals from discrimination, promote equitable access to healthcare and housing, and foster community dialogue to challenge prejudice by amplifying the voices of vulnerable populations and bridging gaps between policymakers and those they serve.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): 01/08/25		Appointing Signatory: <i>Councilmember Cathy Moore</i> <i>Seattle City Council</i>

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

Maha Roy

Dedicated and results-driven international human rights advocate with a proven track record of advancing social justice and humanitarian issues. Extensive experience in legislative processes, policy development, and political outreach across prominent platforms, including the Washington State Senate, the U.S. Congress, the United Nations, and the private sector.

PROFESSIONAL EXPERIENCE

INTERN | STATE SENATOR MANKA DHINGRA | OLYMPIA, WA | FEB 2023 – JUL 2024

- **Policy Development:** Spearheaded the creation of progressive policies, securing endorsements from over 200 stakeholders and delivering compelling pitches for 12 sponsored bills.
- **Advocacy:** Collaborated with key figures, including Washington Secretary of Transportation Roger Millar and Sen. Nguyen, to address transportation challenges for low-income families and students.
- **Research & Analysis:** Conducted thorough analysis of student transportation concerns for SB5174, integrating legislative feedback to enhance the bill's provisions.
- **Legislative Support:** Provided comprehensive policy research on local codes, motions, and financial implications, supporting initiatives in law enforcement, mental health, and survivor aid.

INDEPENDENT LOBBYIST | WASHINGTON STATE CAPITOL | OLYMPIA, WA | SEP 2022 – JUN 2024

- **Legislative Advocacy:** Championed the My Health, My Data Act, sharing personal narratives to secure support in over 10 senators' offices, and contributing to landmark legislation protecting women's health data.
- **Strategic Lobbying:** Successfully lobbied for 36 bills, executing strategic advocacy plans and fostering collaborations with stakeholders and advocacy groups.
- **Relationship Building:** Cultivated strong relationships with local and national legislators, advocating for immigration justice and human rights.
- **Team Leadership:** Fostered teamwork and inclusivity among diverse groups, promoting collaborative and inclusive policy development.

COMMUNICATION DIRECTOR | TRINAMOOOL YOUTH CONGRESS | WEST BENGAL, INDIA | JAN 2017 – JUL 2022

- **Tribal Liaison:** Bridged the gap between 246,000 underrepresented voices and government policymakers, advocating for equitable policies.
- **Community Coordination:** Partnered with community and religious leaders to advance peace and development initiatives.
- **Budget Management:** Oversaw a \$2 million budget, ensuring effective resource allocation and financial oversight.
- **Advocacy & Research:** Led research efforts to promote equity and justice amidst a dynamic political landscape.

FOUNDER/COO | RAINBOW YUVA | WEST BENGAL, INDIA | OCT 2018 – JUL 2022

- **Program Management:** Directed six annual advocacy programs against Indian Penal Code § 377, supporting LGBTQ+ community rights.
- **Diplomatic Engagement:** Engaged in political dialogues with politicians and youth groups to drive policy changes.

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

- **Health Initiatives:** Established reproductive health programs for women farmers, fisherwomen, and human trafficking survivors.
- **Educational Advocacy:** Implemented educational programs promoting racial justice, political advocacy, and non-violence across 30 villages.

COMMUNITY FUNDRAISER | NALUAPARA COMMUNITY CENTER, INDIA | APR 2016 – MAR 2019

- **Donor Development:** Designed and executed donor plans, leading grassroots campaigns to secure donations.
- **Data Management:** Maintained comprehensive donor records to support strategic planning and fundraising efforts.
- **Grant Writing:** Authored successful grant applications, fundraising proposals, reports, and press releases.

INTERN | TRINAMOOL YOUTH CONGRESS | WEST BENGAL, INDIA | DEC 2014 – JUN 2016

- **Research & Policy:** Conducted research and drafted policy papers for political campaigns.
- **Legislative Communication:** Drafted constituent letters, legislation, and community communications.
- **Committee Involvement:** Attended committee hearings, contributing to legislative discussions.

EDUCATION

University of Washington, Bothell | OCT 2022 – JUN 2026

Bachelor of Arts in Law, Economics, and Public Policy | Minor: Human Rights

HUMAN RIGHTS ADVOCACY EXPERIENCE

- **United Nations:** Facilitated high-level discussions with US Ambassador Chris Lu and Nobel Peace Prize Laureates on global solutions to combat poverty, discrimination, and violence.
- **Washington State:** Engaged in continuous policy development discussions with Lt. Governor Denny Heck and State Treasurer Mike Pellicciotti to improve economic opportunities for marginalized communities.
- **International Labour Organisation & National Labor Union:** Moderated pivotal discussions with Kevin Cassidy and Kalpona Akhter, focusing on securing livable wages for women workers in Eastern Washington and Bangladeshi garment factories.
- **International Diplomacy:** Engage with ambassadors to address global humanitarian crises.

AWARDS AND RECOGNITIONS

- Indian Women's Olympic Association (2022) for Gender Equity
- WAC Global Human Rights Foundation and World Against Corruption People's Council (2021)
- Council for Media and Satellite Broadcasting, India (CMSB) (2020)
- Delgon Technologies (2020) for Promoting Education in Rural Areas

SKILLS

- Policy Analysis
- Public Speaking
- Project Management
- Coaching
- Political Outreach

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

Seattle Lesbian, Gay, Bisexual, Transgender and Queer Commission January 2025

Members: Pursuant to **SMC 3.14.920**, **all** members subject to City Council confirmation, 2-year terms, except the Get Engaged member who will serve a 1-year term pursuant to SMC 3.51.

- 8 City Council-appointed
- 9 Mayor-appointed

Roster: 4 Other Appointing Authority-appointed: Commission-appointed

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
		4	1.	Member	Jessa Gavrielle Davis	5/1/23	4/30/25	1	City Council
			2.	Member	VACANT	5/1/23	4/30/25	1	Mayor
		3	3.	Member	Ry Armstrong	5/1/23	4/30/25	1	City Council
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		3	5.	Member	Jeremy Erdman	5/1/23	4/30/25	1	City Council
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			7.	Member	Kody Allen	11/1/23	10/31/25	1	Commission
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		5	11.	Member	Theresa Smith	5/1/24	4/30/26	1	City Council
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		3	13.	Member	Landon Labosky	11/1/24	10/31/26	1	City Council
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		3	20.	Member	Andrew Ashiofu	5/1/24	4/30/26	2	Commission
		7	21.	Member	Amari Leach	5/1/24	4/30/26	1	Commission

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

Key:

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

Diversity information is self-identified and is voluntary.



Legislation Text


File #: Appt 03089, **Version:** 1

Appointment of Theresa Smith as member, Seattle LGBTQ Commission, for a term to April 30, 2026.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Theresa Smith</i>		
Board/Commission Name: <i>Seattle LGBTQ Commission</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 5/1/2024 to 4/30/2026 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Northgate</i>	Zip Code: <i>98125</i>	Contact Phone No.:
Background: <i>Theresa is a queer philanthropy professional with more than 30 years' experience attracting financial and human resources toward mission-driven nonprofits. She brings a passion for strategic planning and building organizational architecture that centers lived experiences. She sits on the boards of Camp Ten Trees and Teen Feed. Her expertise and experience intersect with the thorniest issues facing Seattle. The stage was set for her future activism and advocacy during the emergence of the HIV/AIDS epidemic in the eighties.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): 01/08/25		Appointing Signatory: <i>Councilmember Cathy Moore</i> <i>Seattle City Council</i>

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

HERESA SMITH

SUMMARY

Excellent Written and Oral Communication.
Expert in Strategic Thinking and Facilitation of Alignment.
Strong Collaboration with Internal and External Stakeholders.
Ability to Create and Understand Budgets and Financial Reporting.
Proven Production of Results in Resource Development.
Experience in Donor and Grantmaker Databases and Database Management.
Proficient in Research, Analysis, and Application of New Material to Existing Projects.

EXPERIENCE

EVERGREEN BUSINESS CAPITAL COMMUNITY FINANCE SEATTLE, WA. 2018 - PRESENT VICE PRESIDENT AND CDFI PROGRAMS MANAGER

- Responsible for meeting CDFI impact goals.
- Responsible for city, county, state, and federal proposals/RFPs.
- Responsible for developing impact capital.
- Responsible for managing city, state, and federal funding for CDFI lending.
- Responsible for evaluation and reporting on all existing sources of revenue.
- Responsible for development and implementation of new product initiatives.
- Responsible for managing CDFI staff to deliverables.
- Member of the Executive Management Team.

CARSON HARPER, SEATTLE, WA 2014 - 2018 PRINCIPAL RESOURCE DEVELOPER

- Developed grantsmanship programs for 15 agencies.
- Developed sustainability programs with diversified revenue streams for 12 nonprofits.
- Provided oversight for brand integration and usage for 5 agencies.
- Led 4 agencies through the start-up phase of fundraising and board development.

Key clients: Bright New Day, Boys & Girls Clubs of Snohomish County, Cancer Pathways, Capitol Hill Housing Foundation, Chinese Information and Service Center, Community for Youth, Community Schools Collaboration, Friends of Renton Schools, Highline School District, Naselle – Grays River Valley School District, Northwest Folklife, Path with Art, PONCHO, Refugee Women’s Alliance, Team Survivor Northwest, Teen Feed, Tukwila School District, Vancouver Public Schools, Vashon Youth and Family Services, and Washington Coalition of Sexual Assault Programs.

CHILDREN’S INSTITUTE, MERCER ISLAND, WA. DEPUTY DIRECTOR 2009 – 2011 DIRECTOR OF ORGANIZATIONAL DEVELOPMENT 2008 – 2009 RESOURCE DEVELOPMENT CONSULTANT (CONTRACT) 2006 – 2008

- Initially hired as resource development consultant focused on grantsmanship with an emphasis on gap analysis, systems design and cultivating philanthropy resources.
- Hired as full-time senior staff to lead organizational development.
- Promoted to Deputy Director responsible for overseeing the Development, Finance, Human Resources, and IT departments.

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

- Served as Interim Executive Director for three months during Executive Director's bereavement leave including building approved budget for the next annual budget. Responsible for 50+ employees as Interim Executive Director including administration staff, K-12 teaching staff, and clinical providers.

VOLUTE, INC., SEATTLE, WA.

1998-2004

CO-OWNER, PRESIDENT, SENIOR CONSULTANT

- Led organizational development strategies for 6 start-up nonprofits.
- Developed grantsmanship programs for 27 agencies.
- Provided board training and development for 16 agencies.
- Hired, managed, motivated, empowered and evaluated staff and contractors.

Key clients: Blueprint Research and Design, Boomtown Café, Centerstone, Chaya, Encompass, George Pocock Rowing Foundation, Giddens School, OneAmerica, L'Arche Noah Sealth, Multifith Works, Multiple Sclerosis Association, The Packard Center for ALS Research at Johns Hopkins University, Pacific Northwest Ballet – Second Stage Program, Polyclinic Community Health Foundation, Samaritan Center of Puget Sound, Seattle Girls' School, Seattle Treatment Education Project, Society of Counsel Representing Accused Persons, Technology Access Foundation, Tukwila Community Schools Collaboration, Washington State Court Appointed Special Advocates, among others.

INDEPENDENT CONSULTANT, SEATTLE, WA.

1995 - 1998

- Provided fundraising, outreach, communications, and marketing support to nonprofits.
- Served on team for Executive Director search and onboarding for 5 organizations.
- Provided board training and development to support succession planning.

Key clients: Washington Works, Apprenticeship and Nontraditional Employment for Women, Seattle Jobs Initiative, Seattle Community for Youth at Risk, The Children's Project and the Washington State Child Care Resource and Referral Network, among others.

WASHINGTON WORKS, SEATTLE, WA.

1992 – 1995

CO-FOUNDER, DEVELOPMENT DIRECTOR

- Developed resources for a nationally recognized nonprofit welfare-to-work program.
- Researched, designed, and developed a model that served 200+ women per year to secure the life skills, training and job search support they needed to earn a living wage.
- Directed fundraising, volunteer programs, agency-wide brand management and external communications.

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

Seattle Lesbian, Gay, Bisexual, Transgender and Queer Commission January 2025

Members: Pursuant to **SMC 3.14.920**, **all** members subject to City Council confirmation, 2-year terms, except the Get Engaged member who will serve a 1-year term pursuant to SMC 3.51.

- 8 City Council-appointed
- 9 Mayor-appointed

Roster: 4 Other Appointing Authority-appointed: Commission-appointed

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
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		5	11.	Member	Theresa Smith	5/1/24	4/30/26	1	City Council
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		7	21.	Member	Amari Leach	5/1/24	4/30/26	1	Commission

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

Key:

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- **G List gender, M = Male, F = Female, T = Transgender, U = Unknown
- RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.



Legislation Text


File #: Appt 03091, **Version:** 1

Appointment of Bianca Gallegos as member, Seattle Disability Commission, for a term to October 31, 2026.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Bianca Gallegos</i>		
Board/Commission Name: <i>Seattle Disability Commission</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 11/1/2024 to 10/31/2026 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Downtown Seattle</i>	Zip Code: <i>98104</i>	Contact Phone No.:
Background: <i>Bianca Gallegos currently serves as Labor organizer in making newly unionized workers inclusive of people with disabilities. She has most recently been a Criminal Justice and Mental Health Ambassador for the most chronically and systemically marginalized community members living in California. She has enjoyed co-chairing for a subcommittee for Los Angeles County Department of Mental Health and know this too will be a great place where she can be of service to the City of Seattle. As a commissioner she hopes to continue building relationships with other professionals in the disability space who equally care about making every space in our community more accessible and inclusive.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): 01/08/25		Appointing Signatory: <i>Councilmember Cathy Moore</i> <i>Seattle City Council</i>

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

Bianca Gallegos

Relevant Work Experience

Labor Organizer, SEIU Healthcare Union/ Property Services
November 2023 to Present
Seattle, WA

- Organized 1k hospital workers to join the healthcare union including behavioral health workers.
- Organizing Airport workers in SeaTac just in time for influx of tourist visiting for the FIFA games.
- Organizing 550 Stadium workers at Lumen Stadium.
- Utilized VAN software to keep track of data on each of our workers during GOTV.
- Created digital charts and paper charts to keep track of data on union support from all workers.
- Translated scripts, notes, and conversations for monolingual Spanish speakers for campaigns.
- On a daily basis, had 1:1 conversation with health workers on improving working conditions.

Organizer, Latin Mental Health Task Force
July 2023 to Present
Los Angeles County Department of Mental Health

- Introduced the Mental Health for Latinos Act of 2023 in collaboration with California Senator Alex Padilla and local level government entities focused in centering the wellbeing of Latinos. The 1-million-dollar Bill will provide for a behavioral and mental outreach and education strategy to reduce stigma associated with mental health among the Hispanic and Latino population, and for other purposes.
- Currently in the beginning stages of identifying organizations with a Latino/a focus throughout LA County who will benefit from the yearly 400 million Mental Health Services Act Funding the Los Angeles County Department of Mental Health distributes.

Campaign Member, Kenneth Mejia for City Controller
2022 to November 2022
Los Angeles, CA

August

- Knocked on doors to inform the community about Kenneth Mejia running for city controller for the city of Los Angeles, becoming the lead if not, the only Spanish speaking campaign member.
- Canvassed throughout the city in collaboration with other progressive members who were also running for public office.
- Took part in a grassroots political campaign where the candidate did not take any corporate donations.

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

- Translated the message Kenneth Mejia had for his voters into Spanish to help increase voter turnout among the Latin population.
- Leveraged my connections to the press, and experience working as a newspaper journalist to communicate with political reporters.

Shop Steward, Pavilions West Hollywood Store—UFCW 770
 May 2021 to July 2022
 Los Angeles, CA

- Leveraged my union member status while hired for the most profitable corporate food market in the nation to organize my co-workers. Had our Pavilion store members sign the petition for our 5 requests for a better contract.
- Took part in the first Food Contract Campaign 2022 rally in Albertsons Crenshaw that set off 6 additional organized protests in front of stores.
- Increased UFCW 770 union membership at the Pavilions West Hollywood store union membership by targeting the new hires.
- Organized social media campaigns such as the “Do Better Pavilions” button. A button labor workers worn in solidarity to show support for a better contract.
- Kept my co-workers abreast on the latest developments at the bargaining table through quick highlights.
- Made a public statement before the Mental Health Commission Board on the negative effects it had of store closures on workers who got displaced at the peak of the COVID-19 pandemic.

Contract Action Team, United Corporate Food Workers 770 January
 2022 to July 2022 Los Angeles, CA

- Bargained for a historic contract for the 31,000 members strong Southern California Corporate Food Workers.
- Made historic gains in wages, safety, healthcare, and protecting pension by sitting at the bargaining table with corporate leaders from Vons, Albertsons, and Ralphs stores.
- I was a zealous advocate for my peer’s mental health wellbeing during a traumatic COVID-19 pandemic through collective action—and government—legislative and political action.
- Uprooted structural racism by advocating for representation of marginalized groups, as identified by the Los Angeles County Department of Mental Health, to be present at the bargaining table.
- Foster relationships with high level leaders in progressive organizations to continue to support the work the Contract Action Team will continue for the upcoming 2025 contract re-negotiations.

Campaign Member, Keep Our Ralphs Stores Open
 March 2021 to Pause
 Los Angeles, CA

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- As the only Spanish speaking advocate, I talked to the Latin press on the consequences Kroger will have on the community if the closure of 3 LA-area stores takes place in retaliation to the LA City hazard pay mandate.
- Through fact-based rhetoric, I influenced the Latin community to support a social determinant of health causes intersection the low wage workers, immigrant workers, and the LGBT community.
- Anti-store closure advocate, and Ralphs worker became homeless due to the closure of her store during the middle of the pandemic.
- I advocated for the homeless and former Ralphs worker who at one point ended up in the psychiatric hospital. This is was an example of micro advocacy versus larger scale coalition type.
- UFCW 770 advocacy efforts caught the attention of Santa Monica Mayor and Civil Rights lawyer and is interested in collaborating with UFCW on creating policy around store closures.

Campaign Member, Hazard Pay for Essential Workers
2021 to March 2021
West Hollywood, CA

February

- Successfully advocated in favor of the \$5 dollar Pandemic Hazard Pay for the city of West Hollywood.
- Increased minimum wage pay to \$19.08 from \$14.60 in the city of West Hollywood through coalition work.
- Successfully made West Hollywood the highest minimum wage pay City in the nation.
- Won the OUTreach scholarship for my successful advocacy work for the LGBT community.
- to attend the National New Orleans conference to learn about ways we can continue to mobilize for social justice issues affecting the LGBT community.
- Advocated for the LGBT and immigrant community at mental health commission meetings due to the high volume of LGBT and immigrant food workers at my store.

Mental Health Ambassador, CalVoices ACCESS
September 2018 to Present
Los Angeles, CA

- Conduct county and state level advocacy, representing the collective interests of clients receiving public mental health services in California interested in changing policy.
- Organize with advocates and engage in grassroots advocacy and civic engagement.
- As an ambassador I serve as an advocate for the funding of and support of mental health programs already established through proposition 63 passed in 2004.
- I stay current on services and policy changes related to mental health in the state.
- Comply with ongoing training to stay current on the ongoing changing needs of the mental health community.

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- Contracted with the Council on Criminal Justice and Behavioral Health for advocacy purposes and to give input on how to develop policies in California that will actually rehabilitate the mental health community and not expand incarceration systems.

Co-Chair Latino Underserved Cultural Communities, LACDMH February
2020 to February 2022
LA County, California

- Secured a one-time 30 million FEMA grant during the COVID-19 pandemic to help curve suicide rates in the Latin community.
- Provide Community-Driven and Culturally specific capacity building project recommendations to the Los Angeles County Department of Mental Health and/or project concepts for implementation to increase mental health access, awareness, promotion, and decrease stigma with the ultimate goal to reduce cultural and ethnic disparities in access to care and service delivery.
- The Latino UsCC subcommittee was established under the Mental Health Services Act for the purpose of increasing mental health access and to produce stakeholder priorities which will advise DMH's action planning toward development and improvement of its services and partnerships to better engage underserved, marginalized, cultural and ethnic communities in Los Angeles County.
- Lead monthly meetings with all other identified chronically marginalized group leaders to share the latest trends.

Medical Scribe Ophthalmology, UCLA July
2012 to June 2019
Los Angeles, California

- Interview the patient in-person for the purpose of properly recording a complete medical, and surgical history.
- As an Epic Super User, I assisted with launching the electronic medical record system in the department of Ophthalmology at UCLA. Provided at-the-elbow support for users within the practice.
- Identify glitches with the new electronic medical system, deal effectively with people and elicit support from other department areas, vendors, and customers.

AmeriCorps Member - YPI Domestic Service September 2009 to
September 2010
Los Angeles, California

- Mentored at risk students at a mental health facility. I was their peer with lived experience. Taught the students how to apply for college and showed them a better life.
- Tutored 2nd grade students at Pacoima with reading comprehension.
- Had extensive training on how to create a lesson plan and be an effective tutor.
- I assisted YPI as a volunteer at their Saturday family health fairs.
- Tutored AVID Middle School students in Algebra and Pre-Algebra.
- Updated counselors and staff on behavioral changes or barriers the students I worked with was facing.
- Advocated for a student trying to meet the judge's orders to get off house arrest.

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Journalist, Los Angeles Times-La Canada Valley Sun
2006 to July 2007
La Canada, CA

March

- Covered City Council meetings and political events. I informed the community on happenings in the neighborhood.
- Interviewed people of all age groups for news to help advocate their needs, or share their accomplishments.
- Wrote about high-profile fundraising events. Managed high profile visual projects such as the Pasadena Rose Parade.
- Wrote about community events such as free events hosted and funded by city council.

Journalist, Napa Valley Register Newspaper
October 2005 to January 2006
Napa Valley, CA

- General assignment reporter. On deadline wrote about the historic Napa Valley floods and how it disproportionately affected the Latin community.
- Wrote the first story on Napa Valley's Latino Chamber of Commerce.
- Served as a voice for charter schools that had to be shut down due to the historical floods.
- Gained knowledge on laws, regulations related to confidentiality.

State Senate Intern, State Senator Jack Scott 21st District
2002 to September 2005
Pasadena, CA

July

- Took part in outreach and engagement activities. Participated in outreach fairs with district representatives.
- Wrote, translated, & interpreted materials for the Spanish Speaking Latino communities. Executed clerical duties.
- Was exposed to legislation, and gained first-hand experience in public service.
- Organized fundraising events from concept to action with Field Organizers.
- Tabled at LGBTQ events and Latino/a events with Field Organizers to increase voter contact.

Education and Relevant Training

2020-2021 **The Coelho Center for Disability Law, Policy and Innovation**
Los Angeles, CA

- One-week summer intensive disability rights law course.
- One-year meeting discussions on laws pertaining to disabilities.
- Attend yearly Alumni conference with legal workshops.

2006-2012 **California State University Northridge**
Northridge, CA

Major: Journalism

Minor: Spanish Language Media

Multimedia Projects

2022 **Pescetarian.org** is one of my favorite multimedia hobbies where I get to review fish-based restaurants.

It also serves as a space to discuss how Critical Environmental Justice intersects the food industry.

2022 **ReportsSocialCredit.com** is Critical Race Justice website. I use it as a space to write about the racial disparities in mental health services, and criminal system spaces.

Professional Associations

2021-Present **Diversity Equity & Inclusion Committee Member** at The Journalism Association & Women Symposium. We developed diverse programming for our yearly women conference for women journalist and advocates.

2021-Present **Run-Women-Run**. Inspires, recruits, trains, and supports pro-choice women for elected and appointed office.

2021- Present **Los Angeles County Anti-Racism, Diversity, and Inclusion (ARDI)**. A government funded organization and space to continue policy changes on more long-term systemic changes that need to be made such as the low wages among the BIPOC community, unfair treatment of undocumented workers at food markets, and the effects of store closures during the pandemic.

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Seattle Disability Commission

January 2025

21 Members: Pursuant to SMC 3.14.920, all members subject to City Council confirmation, 2-year terms except for the Get Engaged member who will serve a 1-year term pursuant to SMC 3.51:

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

Roster:

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6	F	7	19.	Member	Shelby Dey	5/01/24	4/30/26	2	Commission
			20.	Member	VACANT	11/1/24	10/31/26	1	Commission
6	F	1	21.	Member	Kaitlin Skilton	11/1/24	10/31/26	3	Commission

SELF-IDENTIFIED DIVERSITY CHART

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

Key:

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

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

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

Diversity information is self-identified and is voluntary.



Legislation Text


File #: Appt 03092, **Version:** 1

Appointment of Jessica Jensen as member, Seattle Disability Commission, for a term to October 31, 2026.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Jessica Jensen</i>		
Board/Commission Name: <i>Seattle Disability Commission</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 11/1/2024 to 10/31/2026 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Downtown Seattle</i>	Zip Code: <i>98109</i>	Contact Phone No.:
Background: <i>Jessica Jensen has had the opportunity to live, work, travel, and volunteer abroad, serving LGBTQIA+ communities, supporting youth development and education programs, and interacting with diverse communities. With an MA in Educational/Developmental Psychology, her focus was on the development of the individual and on mental health conditions, sometimes called "invisible disabilities". With her range of experience, she would like to focus on the intersectionality of marginalization, understanding that there are many factors and contributors to this marginalization. As a commissioner, she would focus on connecting to communities in Seattle with disabled populations, highlighting their voices and advocating for the changes they need. With her connections in the blind community and neurodiverse community, she would call upon those connections while reaching out to other communities to ensure diverse voices and representation.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): 01/08/25		Appointing Signatory: <i>Councilmember Cathy Moore</i> <i>Seattle City Council</i>

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

JESSICA JENSEN (JJ)

PROFILE

An experienced administrative professional looking to utilize strong communication, organizational, and cross-cultural skills in a remote working environment at an organization that aligns with personal values.

EXPERIENCE

ADMINISTRATIVE ASSISTANT

Washington Talking Book & Braille Library / 2023- Present

- Act as credit card custodian, reconciling purchases, creating POs for purchases, managing supply orders and purchase accounts, and overseeing supply needs
- Receive, process, log, and deposit all donations, and prepare acknowledgment letters for signature and mailing, track donor information and enter data and financial records into multiple databases; participate in planning and implementation of fundraising campaigns including taking the lead on annual Give Big fundraising campaign
- Monitor building maintenance contracts and key vendors, communicate with vendors, schedule maintenance/ repairs, monitor building contract status and renewal needs, and create POs for vendor payments
- Act as the travel expert, review and submit travel reimbursements in TEMS system, assist staff and PAC members by making travel arrangements including flights, hotel, and rental cars
- Use Enterprise Systems for monthly budget monitoring and entering of expenditures on QBR spreadsheets, run reports and verifying expenditures and vendor reports for tracking and projection purposes
- Act as Assistant Treasurer for 9th & Lenora Condominium Owner's Association and do monthly monitoring of Condo related contracts and vendors and monthly balance sheet, prepare treasures report
- Manage the publication of the WTBBL quarterly newsletter, Reading Matters, and work with the director and the outreach librarian through the process of finalizing each issue, propose ideas for creative content to keep issues fresh
- Supervise the WTBBL Receptionist and continue to develop a welcoming and safe public space
- Act as primary IT response for technical problems that arise before contacting State IT staff

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

JESSICA JENSEN (JJ)

EXPERIENCE CONTINUED

ENGLISH LANGUAGE INSTRUCTOR YBM Korea / 2018-2019; 2020-2023

- Youth leadership, support, and education in the classroom, including online and in-person classes
- Curriculum development, implementation, and facilitation
- Train new instructors, create progress checks and bi-annual learning goals for students in the classroom and at the grade level
- Communicate with parents and instructors of varying levels of English comprehension
- Maintain classroom inventory, create supply orders, act as technical support for IT problems that arise

VOLUNTEERING

- Lambert House LGBTQIA+ Youth Center: Drop-In Center Volunteer (2024)
- ThriveSeed India: English Curriculum Developer (2019)
- Re-Thinking Community: Online Content Creator (2021-2023)
- Gold Ribbon Rescue: Foster Care and Intake Evaluator (2009-2015)

SKILLS

- Korean Proficiency
- Event Management
- Community Engagement
- Training
- Outreach Projects
- MOS Certification
- Raiser's Edge Trainings
- Content Creation

EDUCATION

MA EDUCATIONAL PSYCHOLOGY
Summa Cum Laude

BA ENGLISH
Magna Cum Laude

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

Seattle Disability Commission

January 2025

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

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SELF-IDENTIFIED DIVERSITY CHART

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	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					
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Legislation Text

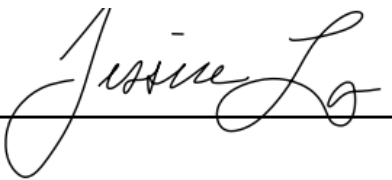
File #: Appt 03093, **Version:** 1

Reappointment of Kaitlin Skilton as member, Seattle Disability Commission, for a term to October 31, 2026.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Kaitlin Skilton</i>		
Board/Commission Name: <i>Seattle Disability Commission</i>		Position Title: <i>Member</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: Commission	Date Appointed:	Term of Position: * 11/1/2024 to 10/31/2026 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>West Seattle</i>	Zip Code: <i>98126</i>	Contact Phone No.:
Background: <i>Kaitlin Skilton is known for being the prior titleholder for Ms. Wheelchair Washington-America and has worked with RAW Artists Seattle in numerous showcases. She has served on the Seattle Disability Commission since 2020 and as an interim co-chair in 2022. Kaitlin is a true advocate for accessibility and safety for the disabled community. She looks forward to volunteering an additional term with her fellow commissioners focusing on transportation accessibility. In her free time, Kaitlin enjoys photography.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): 11-28-24	Appointing Signatory: <i>Jessica Lo,</i> <i>Seattle Disability Commission, Co-Chair</i>	

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

Kaitlin Skilton

Seattle, WA

Education:

South Seattle College
Seattle, WA 98106

Careerlink High School
Seattle, WA 98106

Work Experience:

In Home Nanny
Cindy Sandino Chang

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

Volunteer experience:

City of Seattle, Seattle Disability Commissioner since 2020
Volunteer Teaching Assistant
Bayview Learning Center

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

Activities:

Ms. Wheelchair Washington
Photography
Seattle adaptive sports
Office mom's and dad's

Seattle Disability Commission

January 2025

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Council		3			1													
Other		2								2								
Total		6			1					2								

Key:

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

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

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

Diversity information is self-identified and is voluntary.



Legislation Text


File #: Appt 03090, **Version:** 1

Appointment of Ryan Smith as member, Central Waterfront Oversight Committee, for a term to December 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Ryan Smith		
Board/Commission Name: Central Waterfront Oversight Committee		Position Title: LID Office Property Owner
<input checked="" type="checkbox"/> Appointment <i>OR</i> <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Date Appointed:	Term of Position: * 1/1/2024 to 12/31/2025 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: Mercer Island	Zip Code:	Contact Phone No.: [REDACTED]
Background: Ryan Smith oversees the operations of Martin Smith Inc, a local owner and operator of commercial real estate in Seattle, WA. Martin Smith Inc’s portfolio includes 15 historic properties in Downtown Seattle. Some of the notable Landmark assets in their portfolio include the Occidental Mall, Piers 55 & 56, the 1201 Western Building, Terminal Sales Building, and Poll Building.		
Authorizing Signature (original signature): 		Appointing Signatory: Joy Hollingsworth Seattle City Councilmember

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

Ryan Smith

President of Martin Smith Inc

Ryan Smith oversees the operations of Martin Smith Inc, a local owner and operator of commercial real estate in Seattle, WA. Martin Smith Inc's portfolio includes 15 historic properties in Downtown Seattle. Some of the notable Landmark assets in their portfolio include the Occidental Mall, Piers 55 & 56, the 1201 Western Building, Terminal Sales Building, and Poll Building.

In addition to operating these landmark properties, Ryan has been active in the civic development of Seattle, serving on boards of The Alliance for Pioneer Square, Friends of Waterfront Seattle, The Downtown Seattle Association, The Seattle Historic Waterfront Association, The Metropolitan Improvement District Ratepayer Advisory Board, and the Waterfront Park Conservancy.

Central Waterfront Oversight Committee

20 Members: Pursuant to Ordinance 125761 and Section 5 amended by by Ordinance 126983, 14 members subject to City Council confirmation, all positions shall be 2-years except positions 15 through 20 which shall be permanent.

- 7 Mayor- appointed
- 7 City Council- appointed
- 6 Other Appointing Authority: Chief Executive Officer, Executive Director or designee

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	At-Large (Environmental)	Donny Stevenson	1/1/2024	12/31/25	2	Mayor
			2.	At-Large (Labor)	Katie Garrow	1/1/2024	12/31/25	2	Council
6	M	7	3.	At-Large	Gerry Johnson	1/1/2024	12/31/25	2	Mayor
			4.	At-Large	Pamela Quadros	1/1/2024	12/31/25	1	Council
			5.	At-Large	Eric Howard	1/1/2024	12/31/25	1	Mayor
3	F	2	6.	At-Large	Michelle A. Rusk	1/1/2024	12/31/25	1	Council
			7.	LID Residential Tenant	Leslie Volez	1/1/2024	12/31/25	1	Mayor
6	M	6	8.	LID Commercial Tenant	Jim Rowe	1/1/2024	12/31/25	2	Council
6	M	3	9.	LID Hotel Property Owner	Craig Schafer	1/1/2024	12/31/25	2	Mayor
6	F	7	10.	LID Condominium Owner	Emily Hooper George	1/1/2024	12/31/25	2	Council
6	M	7	11.	LID Residential Apartment Property Owner	Edward M. Leigh	1/1/2024	12/31/25	2	Mayor
			12.	LID Office Property Owner	Ryan Smith	1/1/2024	12/31/25	1	Council
			13.	LID property on or within one block of Pike/Pine St. owner	Shawn Jackson	1/1/2024	12/31/25	2	Mayor
			14.	LID Commercial/Retail Property Owner		1/1/2024	12/31/25		Council
6	F	3	15.	Pike Place Market PDA	Mary Bacarella	12/31/19			Executive Director (or designee)
6	M	3	16.	Seattle Aquarium Society	Robert W. Davidson	12/31/19			Chief Executive Officer (or designee)
6	M	4	17.	Downtown Seattle Association/MID	Jon Scholes	12/31/19			Chief Executive Officer (or designee)

6	M	NA	18.	Seattle Historic Pier Association	Bob C. Donegan	12/31/19			Executive Director (or designee)
6	F	2	19.	Alliance for Pioneer Square	Lisa Dixon Howard	12/31/19			Executive Director (or designee)
	F		20.	Port of Seattle	Geri Poor	1/1/2024			Executive Director (or designee)

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	3	0								3			
Council	1	2					1			2			
Other	3	3								5			
Total	7	5					1			10			

Key

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

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

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: CB 120943, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the Multifamily Housing Property Tax Exemption Program; allowing partial property tax exemptions for commercial to multifamily housing conversion projects; allowing the property tax exemption period to be extended to 24 years for properties with Multifamily Housing Property Tax Exemption expiring end of 2025; changing the MFTE Program’s sunset date to September 10, 2025; and amending Sections 5.73.010, 5.73.020, 5.73.040, 5.73.050, 5.73.070, 5.73.090, and 5.73.120 of the Seattle Municipal Code.

WHEREAS, chapter 84.14 RCW authorizes local jurisdictions to provide 12-year (or 24-year if extended at initial expiration) multifamily property tax exemptions if, at a minimum, the owner agrees to meet the locally adopted affordability requirements for new projects, consistent with chapter 84.14 RCW, as applicable at the time of application for an exemption; and

WHEREAS, Chapter 5.73 of the Seattle Municipal Code, 2004 Multifamily Housing Property Tax Exemption Program (“MFTE Program” or “MFTE”), was adopted by Ordinance 121415 and amended by Ordinances 121700, 121915, 122730, 123550, 123727, 124724, 124877, 124919, 125932, 126278, 126392, 126443, 126792, 127016, 127084, 127108, and 127145; and

WHEREAS, unless extended by the City Council by ordinance, the MFTE Program sunsets on March 31, 2025; and

WHEREAS, using MFTE to help encourage the conversion of commercial buildings to multifamily housing will provide additional housing opportunities, including affordable housing, in Seattle; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Section 5.73.010 of the Seattle Municipal Code, last amended by Ordinance 126443, is amended as follows:

5.73.010 Purpose

The purpose of this Chapter 5.73 is to increase ~~((and maintain))~~ affordable multifamily housing opportunities ~~((in new and existing multifamily housing, including through rehabilitation of vacant buildings, within the city of))~~ , both through new construction and conversion of commercial buildings, for households who cannot afford market-rate housing in Seattle. To achieve these purposes, this Chapter 5.73 provides for special valuations of eligible improvements in ~~((areas zoned for multifamily developments))~~ designated residential target areas. In addition to increasing ~~((affordable))~~ the supply and affordability of housing, this Chapter 5.73 seeks to affirmatively further fair housing as Seattle grows. Chapter 5.73 is intended to and should be interpreted and construed to comply with chapter 84.14 RCW.

Section 2. Section 5.73.020 of the Seattle Municipal Code, last amended by Ordinance 127108, is amended as follows:

5.73.020 Definitions

* * *

"Multifamily housing" means ~~((the))~~ residential ~~((uses in a))~~ improvements in a project that is either new construction of multifamily housing or conversion of a commercial structure to multifamily housing and that may be eligible for a property tax exemption according to this Chapter 5.73. Multifamily housing must be either multifamily rental housing or multifamily ownership housing.

* * *

~~(("Rehabilitation improvements" means the creation of at least four net new residential units through either: (1) substantial improvements to a building that fails to comply with one or more applicable Seattle Building Code standards according to Title 22, the residential portion of which has been vacant for at least 24 months prior to issuance of the first building permit; or (2) substantial improvements to a building that contains~~

~~occupied residential units, provided the project causes no "displacement" as defined in subsection 22.210.030.E.))~~

* * *

~~(("Substantial compliance" means compliance with Title 22 building and construction codes applicable to rehabilitation improvements.~~

~~"Substantial improvement" is defined according to the Seattle Existing Building Code, Chapter 2.))~~

Section 3. Section 5.73.040 of the Seattle Municipal Code, last amended by Ordinance 126443, is amended as follows:

5.73.040 Eligibility

A. Eligibility of multifamily housing for exemption from property taxation is conditioned on compliance with this Chapter 5.73, including applicable requirements of this Section 5.73.040, for the duration of the compliance period:

1. The multifamily housing must be located in a residential targeted area.
2. A minimum of 50 percent of the gross floor area in each building that includes multifamily housing shall be for permanent residential occupancy.
3. If at any time during the 18 months prior to application for the land use permit for the project or, if a land use permit is not required, prior to application for the building permit for the project, any dwelling unit in a building containing four or more dwelling units on the project site is occupied by a tenant or tenants receiving or eligible to receive a tenant relocation assistance payment under Chapter 22.210, and such building has been or will be demolished, the Owner shall agree, on terms and conditions satisfactory to the Director, to provide replacement dwelling units equal to the number of tenants receiving or eligible to receive a tenant relocation assistance payment under Chapter 22.210(5) subject to the following requirements:

a. For the duration of the tax exemption under this Chapter 5.73, replacement dwelling units shall be leased at affordable rents to households with annual incomes at or below 50 percent of median

income.

b. Replacement dwelling units may be provided as part of the multifamily housing, or at another location through new construction of multifamily housing or through substantial improvements to vacant multifamily housing, or through the preservation of multifamily housing that is leased at the date of application for a land use permit for the project or, if a land use permit is not required, at the date of application for the building permit for the project, to tenants with household annual incomes at or below 50 percent of median income.

c. A temporary certificate of occupancy shall be issued, or if no temporary certificate of occupancy is required a permanent certificate of occupancy shall be issued, or if no certificate of occupancy is required a final building permit inspection shall be completed, for the replacement dwelling units within three years of the date of the MFTE application according to subsection 5.73.050.E.

4. The owner shall obtain a certificate of approval, permit, or other approval under Chapter 25.12, Landmarks Preservation Ordinance; Chapter 23.66, Special Review Districts; or those provisions of Chapter 25.16, Chapter 25.20, Chapter 25.22, Chapter 25.24, and Chapter 25.28 that relate to Landmark or Historical Districts, if such certificate of approval, permit, or other approval is required under those chapters.

5. The Multifamily Housing must comply with all applicable zoning requirements, land use regulations, and building and housing code requirements contained or incorporated in Titles 22, 23, and 25.

6. For the duration of the exemption granted under this Chapter 5.73, the multifamily housing and the property on which it is located shall have no violation of applicable zoning requirements, land use regulations, and building and housing code requirements contained or incorporated in Titles 22, 23, and 25 issued by SDCI that is not resolved by a certificate of compliance, certificate of release, or withdrawal within the time period for compliance provided in such notice of violation or as extended by the Director of SDCI.

7. The multifamily housing must be complete, as documented by a temporary certificate of occupancy, or if no temporary certificate of occupancy is required a permanent certificate of occupancy, or if no

certificate of occupancy is required a SDCI final building permit inspection, within three years of the date of the MFTE application according to subsection 5.73.050.E.

~~((8. Substantial compliance for rehabilitation improvements must be achieved within three years of the date of the MFTE application according to subsection 5.73.050.E.))~~

* * *

Section 4. Section 5.73.050 of the Seattle Municipal Code, last amended by Ordinance 125932, is amended as follows:

5.73.050 MFTE application procedure-Fee

A. The owner shall submit a complete MFTE application, verified by oath or affirmation, to the Director, on a form provided by the Office of Housing. The application shall contain such information as the Director may deem necessary or useful to evaluate eligibility of the multifamily housing for a tax exemption under this Chapter 5.73, including:

1. A brief written description of the project and a plan set that includes gross floor area by use, schematic site plan, and standard floor plans for the dwelling units, SEDUs, and congregate residence sleeping rooms, including proposed MFTE units;

2. A statement from the owner acknowledging the potential tax liability of the multifamily housing;

3. The ~~((Owner's))~~ owner's proposal for compliance with the requirements in Section 5.73.040, as applicable; and

~~((4. If the project includes rehabilitation improvements, an affidavit from the owner verifying that the residential portion of the building was vacant for a period of at least 24 months prior to issuance of the first building permit; and~~

~~5.))~~ 4. A recent title report that confirms the legal description and ownership of the property that includes the multifamily housing; documentation satisfactory to the Director of the type and organizational

structure of the owner; a sample signature block for the owner; and evidence satisfactory to the Director of authority of the owner representative that signed the MFTE application.

* * *

D. ~~((In the case of new multifamily housing, the))~~ The owner must submit a complete MFTE application to the Office of Housing at least 180 days prior to the date of the temporary certificate of occupancy or permanent certificate of occupancy if no temporary certificate is issued, for the multifamily housing. ~~((In the case of rehabilitation improvements, the owner must submit a complete MFTE application and secure from SDCI verification of property noncompliance with applicable building and housing codes at least 180 days prior to issuance of the first building permit for the multifamily housing.))~~

* * *

Section 5. Section 5.73.070 of the Seattle Municipal Code, last amended by Ordinance 126392, is amended as follows:

5.73.070 Extension of Conditional Certificate

A. The expiration date of the Conditional Certificate may be extended by the Director by up to 24 months provided the owner submits to the Director a written request, stating the grounds for the extension, at least 60 days prior to expiration of the Conditional Certificate according to subsection 5.73.060.D, together with a fee of \$500 for the City's administrative cost to process the request. The Director may grant an extension if the Director determines that:

1. The anticipated failure to complete ~~((new))~~ the multifamily housing ~~((or rehabilitation improvements))~~ within the required time period is due to circumstances beyond the control of the owner; and
2. The owner has been acting and could reasonably be expected to continue to act in good faith and with due diligence; and
3. All the conditions of the contract will be satisfied upon completion of the project.

* * *

Section 6. Section 5.73.090 of the Seattle Municipal Code, last amended by Ordinance 127016, is amended as follows:

5.73.090 Exemption-Duration-Limits

* * *

D. Extended property tax exemption

1. As authorized by RCW 84.14.020(6), the Director may approve an extended exemption of the value of renter-occupied multifamily housing qualifying under this Chapter 5.73 from ad valorem property taxation for up to a total of 12 successive years beginning January 1 of the year immediately following the calendar year that the original 12-year exemption expires according to subsection 5.73.090.A if the owner is in compliance with the MFTE agreement for the property's initial 12-year exemption from property taxes for the multifamily housing according to subsection 5.73.090.A and that exemption expires on ~~((December 31, 2024))~~ December 31, 2025, provided that:

- a. A written request for an extended exemption is received by the Office of Housing no later than ~~((July 31, 2024))~~ May 1, 2025; and
- b. The written request includes:
 - 1) A brief written description of the project and a plan set that includes gross floor area by use, site plan, and standard floor plans for units in the multifamily housing;
 - 2) For each residential unit in the multifamily housing, the unit number, floor plan, net unit area measured in square feet, location by floor level, location by building if the multifamily housing consists of multiple structures, status as either a market-rate unit or MFTE unit, occupancy status, and current rent (according to the lease if occupied or asking rent if vacant), all in a form as prescribed by the Office of Housing;
 - 3) A copy of the current rent roll for the multifamily housing;
 - 4) A statement from the owner acknowledging the potential tax liability of the

multifamily housing;

5) A recent title report documenting the legal description and ownership of the property that includes the multifamily housing, documentation satisfactory to the Director of the type and organizational structure of the owner, a sample signature block for the owner, and evidence satisfactory to the Director of authority of the owner representative that signed the MFTE extension request; and

6) A non-refundable check payable to The City of Seattle in the amount of \$10,000 if fewer than 75 percent of the total residential units in the multifamily housing are rent- and income-restricted, or \$4,500 if at least 75 percent of the total residential units in the multifamily housing are rent- and income-restricted.

2. A new contract shall be executed on the title of the property that includes the multifamily housing committing the owner to requirements according to this Chapter 5.73, except that:

a. MFTE units shall be promptly leased at affordable rents to eligible households with annual incomes at or below 30 percent of median income for compact units in multifamily housing that also includes units larger than compact units, at or below 40 percent of median income for compact units in multifamily housing with no units larger than compact units, at or below 50 percent of median income for studio units, at or below 60 percent of median income for one-bedroom units, at or below 75 percent of median income for two-bedroom units, and at or below 80 percent of median income for three-bedroom and larger units.

b. The contract shall allow multifamily housing to transition to compliance with subsection 5.73.090.D.2.a, consistent with subsection 5.73.090.D.6.

3. For properties with 12-year exemptions scheduled to expire on (~~December 31, 2024~~) December 31, 2025, the owner shall:

a. No later than (~~July 31, 2024~~) May 1, 2025, provide written notice to all tenants of MFTE units of owner's intent to pursue a 12-year extension of the property tax exemption;

b. For each MFTE unit tenant household without an annual income certification in the calendar year the exemption is set to expire, initiate income verification no later than ~~((July 31, 2024))~~ May 1, 2025; and

c. Provide to the Office of Housing verification of the annual income of the tenant household for each MFTE unit according to Section 5.73.105 by ~~((October 31, 2024))~~ September 30, 2025.

4. The minimum number of MFTE units as a share of total residential units in the multifamily housing shall be the same as according to the property's initial MFTE agreement (i.e., 20 percent or 25 percent).

5. Upon approval of an extended tax exemption according to this Chapter 5.73, the Director shall file a Final Certificate with the Assessor. The owner shall be responsible for any administrative fees charged by the Assessor.

6. To allow ongoing occupancy of MFTE units by existing tenants who, while they qualify as eligible households under pre-extension contracts, do not qualify as eligible households according to subsection 5.73.090.D.2.a, and to steadily transition multifamily housing to full compliance with extended exemption requirements, the following provisions apply:

a. For each MFTE unit, the affordable rent according to the current tenant's lease agreement as of January 1 of the calendar year subsequent to expiration of the initial 12-year property tax exemption and thereafter shall be:

1) No greater than according to subsection 5.73.090.D.2.a if the annual income of the tenant household, as verified according to Section 5.73.105, is less than one and one-half times the limit for the MFTE unit according to subsection 5.73.090.D.2.a; or

2) No greater than 65 percent of median income for compact units and studio units, no greater than 75 percent of median income for one-bedroom units, and no greater than 85 percent of median income for two-bedroom and larger units, provided the annual income of the tenant household, as verified according to Section 5.73.105, is less than one and one-half times 65, 75, or 85 percent of median

income depending on the MFTE unit type, as applicable, and at least one and one-half times the limit for the MFTE unit according to subsection 5.73.090.D.2.a; or

3) According to subsection 5.73.105.B if the annual income of the tenant household, as verified according to Section 5.73.105, equals or exceeds one and one-half times 65 percent of median income for compact units and studio units, one and one-half times 75 percent of median income for one-bedroom units, or one and one-half times 85 percent of median income for two-bedroom and larger units.

b. Each vacant MFTE unit shall be promptly leased at an affordable rent to an eligible household according to subsection 5.73.090.D.2.a.

c. From the date an MFTE unit first satisfies requirements for an extended exemption under subsection 5.73.090.D.2.a until the end of the compliance period, requirements according to subsection 5.73.090.D.2.a shall apply.

E. The property tax exemption for multifamily housing does not apply to:

1. The value of land or to the value of non-residential improvements or to the value of other improvements not qualifying under this Chapter 5.73;
2. Increases in assessed valuation of land and non-qualifying improvements; or
3. Increases, made by lawful order of the King County Board of Equalization, the Washington State Department of Revenue, State Board of Tax Appeals, or King County, to a class of property throughout the county or a specific area of the county to achieve uniformity of assessment or appraisal as required by law((;)) :

~~((4. For rehabilitation improvements, the value of any improvements constructed on the property prior to the date the Office of Housing receives the application for the project according to Section 5.73.050.))~~

* * *

Section 7. Section 5.73.120 of the Seattle Municipal Code, last amended by Ordinance 127084, is amended as follows:

5.73.120 Expiration of program

Except for extension of property tax exemptions as authorized in subsection 5.73.090.D, the tax exemption program established by this Chapter 5.73 shall sunset on ((~~March 31, 2025~~)) September 10, 2025 unless extended by the City Council by ordinance. After the program sunsets, no new MFTE applications under Section 5.73.050 shall be accepted. Pending Conditional Certificates and Final Certificates shall be processed as provided according to this Chapter 5.73.

Section 8. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the _____ day of _____, 2025, and signed by me in open session in authentication of its passage this _____ day of _____, 2025.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2025.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

Scheereen Dedman, City Clerk

(Seal)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Office of Housing	Kelli Larsen	Nick Tucker

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to the Multifamily Housing Property Tax Exemption Program; allowing partial property tax exemptions for commercial to multifamily housing conversion projects; allowing the property tax exemption period to be extended to 24 years for properties with Multifamily Housing Property Tax Exemption expiring end of 2025; changing the MFTE Program’s sunset date to September 10, 2025; and amending Sections 5.73.010, 5.73.020, 5.73.040, 5.73.050, 5.73.070, 5.73.090, and 5.73.120 of the Seattle Municipal Code.

Summary and Background of the Legislation:

This legislation changes the sunset date for the City of Seattle’s Multifamily Housing Property Tax Exemption program (“MFTE program” or “MFTE”) to September 10, 2025. Absent adoption of this ordinance, the Office of Housing would not be authorized to accept additional MFTE P6 applications from developers for full exemption of residential improvements from property taxes between April 1st and the effective date of future MFTE P7 reauthorization legislation. The legislation also amends SMC Chapter 5.73 to: (1) streamline MFTE rehabilitation requirements to incentivize commercial to multifamily housing conversion projects, which was newly authorized as an MFTE eligible project type with the State legislature’s passage of SB 6175 in 2024; and (2) allow an additional 12 years of tax-exempt status for multifamily properties with MFTE scheduled to expire on December 31, 2025.

The City of Seattle’s MFTE program provides property tax exemptions to owners of multifamily rental properties where housing costs for a share (20% or 25%) of the apartments are limited for income-qualified tenant households. MFTE also provides property tax exemptions to income-eligible buyers of affordable homes with long-term resale restrictions.

This legislation enables the City to increase its volume of P6 multifamily tax exemption applications beyond March 31st rather than pausing application intake for part of the year. In 2024, the Office of Housing gathered feedback from MFTE property developers, investors, managers, and renters, contracted researchers at the University of Washington to conduct a program evaluation, analyzed MFTE portfolio and market data, and worked closely with program staff to develop proposals for the next iteration of Seattle’s MFTE program, commonly referred to as P7. That process of evaluating and recalibrating program costs and benefits, improving administrative processes, and tailoring MFTE requirements to respond more effectively to housing needs and market conditions will be ongoing in 2025.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

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

3.d. Other Impacts

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

The MFTE program creates two primary costs to the City of Seattle and its taxpayers: forgone revenue and shifted taxes.

While this legislation will not affect 2025 adopted revenues, the way properties are assessed results in some amount of foregone revenue. The King County Assessor does not add 100% of MFTE properties' new construction value to the City's property tax levy amount and the exclusion of that value causes ongoing and compounding revenue losses for the City and other local, county, and state taxing jurisdictions for the duration of the exemption. The current assessment approach is dictated by Chapter 84.14 RCW and would require changes by the State legislature.

In 2024, \$4.1 billion of new construction value was excluded from the City's property tax levy growth. This meant that Seattle's MFTE program resulted in forgone taxes of approximately \$39.4 million for taxing jurisdictions in 2024. The City of Seattle alone lost about \$11.8 million of that amount. Seattle's MFTE program-related revenue losses total \$330.3 million to date.

Shifted taxes are the MFTE program's second category of costs. Shifted taxes have no effect on total receipts of the City of Seattle and are not in any way related or sensitive to the revenue losses described above. Non-exempt property owners must pay the taxes on Seattle's MFTE properties' residential improvements (e.g., apartments, structured parking, and amenities like gyms and community rooms), which are currently assessed at almost \$9 billion. This means that non-exempt taxpayers have a higher tax burden than they otherwise would absent the MFTE exemptions.

The Office of Housing must also pay for the majority of staffing costs to administer the MFTE program.

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

that would have used these resources.

While MFTE forgone revenue represents actual lost revenue potential for the City and other taxing jurisdictions, it does not impact the Adopted Budget because it is not included in current revenue projections.

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

There are no financial costs of not implementing the legislation.

4. OTHER IMPLICATIONS

- a. Please describe how this legislation may affect any departments besides the originating department.** MFTE reduces and shifts property taxes, and any forgone taxes reduce City General Fund revenue.
- b. Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.**
No.
- c. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**

How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community. In November, University of Washington (UW) professor, Gregg Colburn, and two PhD students finalized an evaluation of Seattle’s MFTE program. That report includes a section focusing on MFTE’s stated purpose to affirmatively further fair housing (“AFFH”). Per the U.S. Department of Housing and Urban Development, AFFH requires communities to take meaningful actions to overcome patterns of segregation and foster inclusive communities. The UW report notes that the City’s zoning code ultimately determines where multifamily development can be built in Seattle, limiting the City’s ability to use MFTE to affirmatively further fair housing. Regarding displacement, the UW documents that many MFTE projects are in areas of high displacement risk. However, there is significant correlation between zoning, land values, and displacement risk and they point out that underlying market fundamentals make development more attractive in areas of high displacement risk. Demographic data for MFTE renter households are collected inconsistently (the Office of Housing received demographic information for approximately 60% of MFTE renter households in 2023). For that reason, the UW was unable to draw conclusions about benefits of MFTE for historically disadvantaged populations. The Office of Housing estimates that, based on the limited demographic data provided for heads of households living in MFTE apartments in 2023, roughly one-half are persons of color. (Of *all* renter households in Seattle, based on available data, approximately 44 percent have a household head

MFTE Evaluation Final Report to City of Seattle, Office of Housing

November 22, 2024

Prepared by Gregg Colburn, Devin Collins, and Eric Wang



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70 CONCLUSION AND DISCUSSION

INTRODUCTION

A team of researchers from the University of Washington (UW) entered a contract with the City of Seattle Office of Housing (OH) to quantitatively and qualitatively assess whether Seattle's Multifamily Tax Exemption (MFTE) program is meeting the program purposes established in the Seattle Municipal Code (SMC) to increase and maintain affordable housing opportunities in new and existing multifamily housing. In addition, the UW team assessed whether Seattle's MFTE program is meeting the purpose established by Washington State Law to increase affordable housing opportunities and stimulate multifamily housing through new construction, rehabilitation of vacant buildings, or conversion of non-residential uses in urban centers.

The UW research team explored this primary research question: Is Seattle's MFTE program a cost-effective method for increasing and maintaining affordable multifamily housing opportunities in Seattle? To answer this question, the UW team assessed the quantified public benefits and fiscal costs of the program and sought to better understand how the design and implementation of Seattle's MFTE policy affect results of the program.

Key Findings

- *Benefits of MFTE*
 - Housing Production
 - Over the lifetime of the program, 303 market-only rental properties have participated in MFTE, corresponding to 33,956 total housing units, 7,047 of which are income-restricted. As of the time of this writing, there are 6,636 income-restricted MFTE units across 286 buildings active in Seattle.
 - The overall supply impact of the MFTE program is difficult to quantify, as is the counterfactual (what housing would have been built if MFTE did not exist). But given the analysis in this report and the information gleaned from qualitative interviews, we believe that MFTE has had a stimulative effect on housing production, particularly for smaller units.
 - MFTE has disproportionately produced 0 and 1-bedroom units, despite programmatic reforms designed to incentivize more family-sized units.
 - Vacancy rates in income-restricted MFTE units are, in general, close to vacancy rates in unrestricted MFTE units.

- Housing Affordability
 - In all submarkets and unit-types, average income-restricted MFTE rents are lower than market-rate rents in MFTE properties. The rent discount provided by MFTE tends to be greater in parts of the city with higher market rents. Rent discounts tend to be greater in larger units, though there are fewer of these in the MFTE portfolio.
 - When compared to the general rental market, income-restricted MFTE rents may only represent a modest discount. In lower-cost neighborhoods and for certain unit-types, average income-restricted MFTE rents exceed average market-rate rents.
 - The vast majority (85%) of tenants in income-restricted MFTE units with income documentation are housing cost burdened, defined as spending 30% or more of annual income on housing. Nearly a quarter are severely housing cost burdened, defined as spending 50% or more of annual income on housing.
- Other Benefits
 - MFTE projects are distributed throughout the city, though they are restricted by regulatory restraints (zoning rules) and market dynamics.
 - There are other benefits of the MFTE program that are not quantified in this report, including the taxes that are generated from the production of new housing.
- *Costs of MFTE*
 - There are two primary costs of the MFTE program: foregone and shifted taxes.
 - Foregone taxes represent lost tax revenue due to the way in which MFTE properties are assessed; fixing the assessment procedures would eliminate foregone taxes.
 - Total foregone taxes attributed to Seattle projects was roughly \$35 million in 2023 of which greater than \$9 million was lost specifically by the City of Seattle.
 - Shifted taxes are the second category of costs of the MFTE program. When projects are granted an exemption from property taxes pursuant to MFTE, those taxes are shifted to the other taxpayers in the city. Shifted taxes have no effect on total receipts of the City of Seattle.
 - In 2024, almost \$80 million of taxes were shifted from MFTE projects to non-exempt property owners.
- *Cost / Benefit Relationship*
 - Because a number of the benefits of the program are not detailed in this study, the comparison of costs and benefits is limited to those that are quantified.

- We compare the value of the tax exemption to the amount of rent discount provided by the MFTE units. From the perspective of the City of Seattle, roughly half of the exemption (cost of the program) is returned in the form of discounted rents in MFTE units, until the most recent program iteration.
- The relationship between costs and benefits changed dramatically in P6 given the deeper affordability requirements associated with that iteration of the program.
- *Program Challenges and Reauthorization Considerations*
 - Tenant certification and unit comparability place significant administrative costs on both city and developers, which can deter program participation, particularly in difficult market conditions.
 - Key informant interviews revealed significant ongoing tensions between city staff and the developer community related to MFTE, attributable to changing program requirements, difficult market conditions, and ambiguous goals of the MFTE program.
 - The City of Seattle has a difficult responsibility to calibrate the relationship between the costs of the program (benefit to developers) and the public benefits it delivers (more affordable housing). As the City pushes for greater public benefits, the program becomes less attractive to developers. This is the central tension.

PROGRAM BACKGROUND

The Multifamily Tax Exemption (MFTE) is a statute that allows eligible Washington jurisdictions to target geographic regions for multifamily housing development by offering a time-limited property tax exemption for owners of multifamily rental properties and buyers of homes in multifamily developments. Seattle's MFTE typically provides a property tax exemption for 12 years in exchange for limiting housing costs in a proportion of units. For rental properties, property owners must set aside at least 20% of units as income-restricted to qualify for the MFTE. For properties that are for-sale (condominiums), the tax exemption "accrues to the eligible buyer of each income- and price-restricted home."¹ Rent and income limits are based on area median income (AMI) and adjusted for household size.

The MFTE tax preference was enacted in Washington State in 1995 and adopted by the Seattle City Council in 1998.² Initially designed to address problems related to urban sprawl and encourage residential development in urban centers, MFTE was amended in 2007 to include a 12-year program to promote increased affordability.³ The 2007 amendments introduced the 12-year affordable housing exemption for developers who set aside at least 20% of units as income-restricted. In Seattle, MFTE has been reauthorized five times and the program is currently in its sixth iteration ("P6"). The state-level statute provides the base requirements for MFTE, but individual cities and jurisdictions can layer additional requirements and/or restrictions (which Seattle has done). In Seattle, MFTE is codified in SMC Chapter 5.73.⁴ The chapter states the goals of MFTE are to "increase and maintain affordable housing" and to "affirmatively further fair housing as Seattle grows."

At the state level, MFTE is codified in Chapter 84.14 RCW⁵, which defines the goals of the program as incentivizing urban housing development, including affordable housing, and encouraging urban development and density. RCW 84.14 defines "affordable housing" as "residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent of the household's monthly income." RCW 84.14 states that local governments can provide exemptions for new construction, conversion, and rehabilitation of multifamily residential improvements with at least four units. Property owners that receive MFTE are exempt only from property taxes and are

¹https://www.seattle.gov/documents/Departments/Housing/Reports/MFTEReports/2023_OH_MFTEAnnualReport.pdf

² https://leg.wa.gov/jlarc/taxReports/2019/MFTE/f_ii/print.pdf

³ https://app.leg.wa.gov/ReportsToTheLegislature/Home/GetPDF?fileName=CommerceReports_MFTE%20Legislative%20Report_Final_0234d374-14e8-48b9-b4d2-14510446e01d.pdf

⁴ https://library.municode.com/wa/seattle/codes/municipal_code?nodeId=TIT5REFITA_SUBTITLE_IITA_CH5.732004MUHOPRTAEXPR

⁵ <https://apps.leg.wa.gov/RCW/default.aspx?cite=84.14&full=true>

not exempt from taxes on land and improvements for non-residential portions of mixed-use buildings.⁶

Throughout its existence, Seattle's MFTE program has gone through significant changes. For example, when MFTE was up for its third reauthorization in 2011 ("P4"), some Seattle decisionmakers expressed concerns about the program, "including that tax-breaks had been awarded to undeserving developers."⁷ The 2011 reauthorization⁸ amended MFTE by lowering affordability thresholds (65%/75%/85% AMI for 0-BR/1-BR/2-BR rental units; and 100%/120% AMI for for-sale units) and requiring OH to submit annual reports by March 30 each year.⁹ Also in 2011, Seattle city councilmembers requested a performance audit of the MFTE program to better understand the fiscal impacts of the program and how much affordable housing the program was producing.¹⁰ That audit, released in 2012, revealed that "8 of the 16 properties it reviewed were not renting the required number of affordable units, and 9 of the 9 properties it reviewed had inconsistencies between their annual property certification reports and the documents used to assess renters' income."¹¹ The 2012 city audit made 19 recommendations to improve the program, including increased goal clarity and performance measurement, more routine monitoring of tenant eligibility, and regular reporting of tax impacts by the Office of Housing (OH) to City Council.¹²

During committee reviews of the program in 2013, councilmembers requested additional clarity on the tax impacts of MFTE.¹³ In late 2013, OH concluded that the tax burden for the majority of the exempted amount is *shifted* to other taxpayers, while a small amount of tax revenue is uncollected or *foregone*.¹⁴ This distinction is discussed in more detail below.

In February 2015, additional amendments were made to P4 regarding affordability concerns. One major change was the inclusion of a special distinction for small efficiency dwelling units (SEDUs). Before this change, SEDUs were treated as studios and were income-restricted at 65% AMI (\$1,004/month in 2015). As a result,

⁶https://app.leg.wa.gov/ReportsToTheLegislature/Home/GetPDF?fileName=CommerceReports_MFTE%20Legislative%20Report_Final_0234d374-14e8-48b9-b4d2-14510446e01d.pdf

⁷<https://www.capitolhillseattle.com/2013/09/council-to-be-briefed-on-tax-breaks-for-developers/>

⁸ <https://clerk.seattle.gov/search/ordinances/123550>

⁹ https://clerk.seattle.gov/~CFS/CF_312942.pdf

¹⁰ <https://council.seattle.gov/2012/09/19/new-audit-on-mfte-program-released-today/>

¹¹ https://leg.wa.gov/jlarc/taxReports/2019/MFTE/f_ii/print.pdf

¹²<https://www.seattle.gov/documents/Departments/CityAuditor/auditreports/20130207FINALREPORTREQREP OST20140428.pdf>

¹³<https://council.seattle.gov/2013/04/10/2012-mfte-annual-report-reveals-possible-negative-general-fund-impact/>

¹⁴ <https://www.capitolhillseattle.com/2013/09/council-to-be-briefed-on-tax-breaks-for-developers/>

developers receiving MFTE were able to charge maximum income-restricted rents very close to or more than market-rate SEDU rents. Councilmembers lowered the affordability threshold to 40% AMI for SEDUs (\$618/month in 2015). The P4 amendments also increased the number of required affordable units in a SEDU development to 25%.¹⁵

In late 2015, the council considered the fourth reauthorization of MFTE (“P5”), and made further changes to the program. First, two tiers were introduced based on project size. Projects with less than 8% 2+BR units were to abide by “Small Unit Program” rules, while projects with more than 8% 2+BR units were to abide by “Family Sized Unit Program” rules. Projects within the Small Unit Program have a higher affordable set aside requirement (from 20% to 25%), while projects within the Family Size Unit Program would remain at the 20% set-aside rate. Family Sized Unit Program participants would also need to set-aside a proportional share of total 2+BR units as income-restricted. These changes were implemented to encourage the development of affordable family-sized housing as opposed to studios and 1-BRs, which made up approximately 80% of new MFTEs coming online in 2016.¹⁶ P5 also introduced new unit type designations (congregate and 3+BR) and expanded the eligibility boundary in Seattle to any land zoned for multifamily housing, overriding mapped boundaries of MFTE Residential Targeted Areas.¹⁷

During the latter half of the 2010s, a challenge for the MFTE program in Seattle was the rapidly increasing household incomes in the region. As average median income increased, the rents that could be charged pursuant to MFTE also increased; from 2015 to 2019, for instance, MFTE’s maximum rents increased by 6.8% per annum.¹⁸ In response, some councilmembers discussed pegging rent increases to the Consumer Price Index (CPI) rather than AMI to moderate rent increases. In 2019, an Office of Housing proposal to cap increases in annual rent thresholds by 4.5% was included in the MFTE P6 legislation adopted by City Council.¹⁹ Although the cap helped moderate steep annual increases in HUD’s estimated median family income for properties with P6 MFTE agreements, it did not preclude rent increases at the unit level of greater than 4.5% if prior rents were below the threshold.

In 2019, Washington State’s Joint Legislative Audit and Review Committee (JLARC) released a statewide evaluation of MFTE.²⁰ JLARC reported 424 developments received MFTE statewide since its inception, corresponding to 34,885 housing units, 21% of which were set aside as affordable. The topline conclusion of the JLARC

¹⁵ <https://www.theurbanist.org/2015/02/24/seattle-city-council-votes-for-microhousing-mfte-changes/>

¹⁶ <https://www.theurbanist.org/2016/07/01/mfte-program-progress-report-first-trimester-2016/>

¹⁷ <https://www.theurbanist.org/2015/09/29/seattle-city-council-notes-hala-work-plan-mfte-extens>

¹⁸ <https://www.theurbanist.org/2017/07/19/mfte-provides-tons-affordable-apartments-use-tweaks/>

¹⁹ <https://publicola.com/2019/07/26/unanswered-questions-from-durkans-housing-announcement/>

²⁰ https://leg.wa.gov/jlarc/taxReports/2019/MFTE/f_ii/print.pdf

report was that while developers have created housing using MFTE, it is “inconclusive” whether this use represents a net increase in developments statewide. The report found that over 80% of MFTE development was in Seattle, Tacoma, Spokane and Renton, and that 75% of units created statewide between 2007-2018 were 0-BR or 1-BR.

In addition, the JLARC report found that the statutory maximum rental prices may be higher than median market rents for particular neighborhoods. In King County, for instance, JLARC found that the statutory maximum rental price for income-restricted units exceeded market rent in *all targeted areas* except for downtown Seattle, downtown Tacoma, and Mercer Island. Finally, the JLARC report found that the amount of total tax savings shifted to other taxpayers statewide could not be determined due to data limitations.

In 2019, the Seattle MFTE program was reauthorized for a fifth time (“P6”). 2019 also marked the adoption of Mandatory Housing Affordability (MHA) in Seattle. Importantly, the city does not permit “double counting” between the programs; MFTE units may not be used to count toward MHA requirements when affordable housing is provided on-site.²¹ P6 was further amended by affected state and city-level policy changes in 2021. At the state-level, Senate Bill 5287²² allowed program participants within 18 months of expiration to extend their exemption for an additional 12-year period, to prevent the loss of affordable housing. In addition, SB 5287 provided a 20-year exemption option for permanently-affordable homeownership projects. At the city level, these changes were implemented in Ordinance 126443.²³

SB 5287 also required the Washington State Department of Commerce to adopt and implement a program to effectively audit or review that the owner of each certified tax exempt property was offering the number of units at rents committed to in approved applications. As a result, a State Commerce study was released in 2023 assessing MFTE programs and their tax impacts.²⁴ The study found that MFTE was effective at incentivizing housing production, that Seattle is the dominant user of MFTE, and that many communities should more regularly monitor their programs for compliance. In addition, the 2023 Commerce report estimated that 27,869 total units were constructed pursuant to MFTE statewide between 2017 and 2021, 14,773

²¹https://app.leg.wa.gov/ReportsToTheLegislature/Home/GetPDF?fileName=CommerceReports_MFTE%20Legislative%20Report_Final_0234d374-14e8-48b9-b4d2-14510446e01d.pdf

²²<https://apps.leg.wa.gov/documents/billdocs/2021-22/Pdf/Bill%20Reports/Senate/5287-S2.E%20SBR%20FBR%2021.pdf>

²³<http://seattle.legistar.com/LegislationDetail.aspx?ID=5086382&GUID=2FA9A40B-CB00-4764-89D9-27266C7F5147&Options=ID|Text|&Search=126443>

²⁴https://app.leg.wa.gov/ReportsToTheLegislature/Home/GetPDF?fileName=CommerceReports_MFTE%20Legislative%20Report_Final_0234d374-14e8-48b9-b4d2-14510446e01d.pdf

of which were in Seattle. Of those units, 5,050 were income-restricted statewide and 3,133 in Seattle. Like the JLARC study, the 2023 Commerce Study found that market rate rents were very close to restricted MFTE levels in certain locations.

OH's 2023 MFTE Annual Report²⁵ was released in June 2024, and provides the most recent analysis of MFTE performance in Seattle (reporting period through December 31, 2023). At the time of that report, OH reported 352 total rental projects in the city with approved applications over the lifetime of the program, of which 286 were in active service, 49 were in pipeline, and 17 had expired or opted out. In the rental portfolio, there were 6,636 income-restricted MFTE units in service. Over its history, MFTE has produced far more studio and one bedroom units than larger units, and OH reports that 38% of MFTE rental units are 0-BR, 49% are 1-BR, 13% are 2-BR, and less than 1% are 3-BR.

As discussed earlier in this section, the affordability requirement under Seattle's MFTE program has changed over time. Table 1 below highlights the AMI rent thresholds over the six program iterations since the beginning of the MFTE program in Seattle.

²⁵https://www.seattle.gov/documents/Departments/Housing/Reports/MFTEReports/2023_OH_MFTEAnnualReport.pdf

Table 1. AMI Limits by Unit Type Across Seattle MFTE Programs

	P3 (2008- 2010)	P4 (2011- 2015)*	P5 (2015- 2019)	P6 (2019- Present)	P6 Extension (2021-present)
Congregate Residences		40% AMI	40% AMI	40% AMI	30% AMI
SEDU (if in building with mix of unit types)		40% AMI	40% AMI	40% AMI	30% AMI
SEDU (if in building 100% SEDU)		40% AMI	40% AMI	50% AMI	40% AMI
0-BR	80% AMI	65% AMI	65% AMI	60% AMI	50% AMI
1-BR	80% AMI	75% AMI	75% AMI	70% AMI	60% AMI
2-BR	90% AMI	85% AMI	85% AMI	85% AMI	75% AMI
3+BR	90% AMI	85% AMI	90% AMI	90% AMI	80% AMI
<p>Note: Prior to Program 3, AMI limits were not determined by unit-type. P1 (1998-2002) required 80% AMI for all income-restricted MFTE units (except for those in Pike-Pine urban center village, which required 60% AMI). P2 (2004-2008) required 60% AMI for all unit types if 20% of units were set aside as income-restricted; 65% AMI if 25% of units were set aside, and 70% AMI if 30% of units were set aside. * AMI designations for SEDUs and congregate residences (P4.3) were implemented just months prior to adoption of P5 MFTE legislation in 2015 and applied to just one P4 SEDU project</p>					

Table 2 below provides a more detailed analysis of the 2024 rent and income limits under the City’s MFTE P6.²⁶ The contrast between the affordability requirements between larger and smaller units is conspicuous, and reflects the city’s intention to incentivize the production of affordable family-size housing. For example, a couple with one child living in a two bedroom apartment could earn up to \$101,012.

²⁶ Calculated from 2024 Income and Rent Limits (https://www.seattle.gov/documents/Departments/Housing/PropertyManagers/IncomeRentLimits/2024/2024_RentIncomeLimits_5.28.24.pdf) and P6 requirements as described in 2023 OH Annual Report

Table 2. 2024 Rent and Income Limits for MFTE (P6)

Apartment Size	AMI Limit	Max. Monthly Rent (Incl. Fees and Basic Utilities)	Household Size	Annual Max. Household Income
Congregate Residence in Sleeping Room	40% AMI	\$924	1 person	\$36,968
SEDU (if in building with mix of unit types)	40% AMI	\$924	1 person	\$36,968
SEDU (if in building with 100% SEDUs)	50% AMI	\$1,155	1 person	\$46,210
0-BR	60% AMI	\$1,386	1 person	\$55,452
1-BR	70% AMI	\$1,732	1 person	\$64,694
			2 people	\$73,940
2-BR	85% AMI	\$2,525	2 people	\$89,784
			3 people	\$101,012
3-BR	90% AMI	\$3,089	3 people	\$106,954
			4 people	\$118,823
4-BR	90% AMI	\$3,445	4 people	\$118,823
			5 people	\$128,341
			6 people	\$137,840

The fiscal impacts of MFTE have been a concern to policymakers throughout its history. Seattle’s MFTE has two distinct types of tax impact: tax shifts and foregone taxes.

The 2023 MFTE Commerce Study estimates that in King County as a whole, the total increase in property taxes for typical homeowners as a result of MFTE is approximately \$30–40, “substantially lower than other property tax components.”²⁷ The 2023 Seattle Office of Housing report estimated that the exempt assessed value of properties that currently have MFTE in Seattle totals \$8.8B. The value is not subject to property taxes and therefore those amounts are shifted to non-exempt taxpayers. OH estimates a total tax shift in Seattle of \$71.4 million in 2023 alone. This corresponds to roughly \$130 in additional property taxes for an owner of a median value home in Seattle. OH also notes that this estimate is likely conservative as it

²⁷https://app.leg.wa.gov/ReportsToTheLegislature/Home/GetPDF?fileName=CommerceReports_MFTE%20Legislative%20Report_Final_0234d374-14e8-48b9-b4d2-14510446e01d.pdf

does not account for additional taxes paid by non-exempt property owners due to tax shift impacts from non-Seattle King County MFTE programs.

In their 2023 Annual Report²⁸, OH estimated that the King County Assessor had deferred \$3.7B in new construction value for Seattle's MFTE rental properties that were active in 2023 (properties where MFTE started between 2012-2023), resulting in approximately \$271M in property tax revenue loss during that 12-year period. This figure excludes lost revenue related to properties that have opted out of MFTE or for which exemptions have expired. The amount of foregone revenue in 2023 alone was estimated to be \$38.3M.

²⁸https://www.seattle.gov/documents/Departments/Housing/Reports/MFTEReports/2023_OH_MFTEAnnualReport.pdf

DATA & METHODS

In this study, we seek to quantitatively and qualitatively assess whether Seattle's MFTE program is meeting the program purpose established in the Seattle Municipal Code to increase and maintain affordable housing opportunities in new and existing multifamily housing. In addition, we assess whether Seattle's MFTE program is meeting the purpose established by Washington State Law to increase affordable housing opportunities and stimulate multifamily housing development. Of note, our study focuses only on market-rate MFTE rental properties—that is, MFTE properties for which MFTE is the only public subsidy. Owner-occupied MFTE housing and other MFTE properties that are city-funded and/or Low-Income Housing Tax Credit/bond-financed ("low-income housing") are excluded from consideration.

Our study is guided by the following primary research question: Is Seattle's MFTE program a cost-effective method for increasing and maintaining affordable multifamily housing opportunities in Seattle?

To answer this question, we pursued a mixed methods approach assessing the fiscal costs and public benefits of MFTE. The following program benefits are explored in this report: (1) total and income-restricted MFTE-related multifamily housing production over the life of the program; (2) average rent savings in income-restricted MFTE units, relative both to unrestricted units in MFTE properties and surrounding market-rate rents; and (3) lease-up and vacancy rates in income-restricted MFTE units, relative to comparable unrestricted units in MFTE-participating buildings. We assess these benefits geographically, temporally (across years and program iterations), and by unit-type (number of bedrooms and square footage).

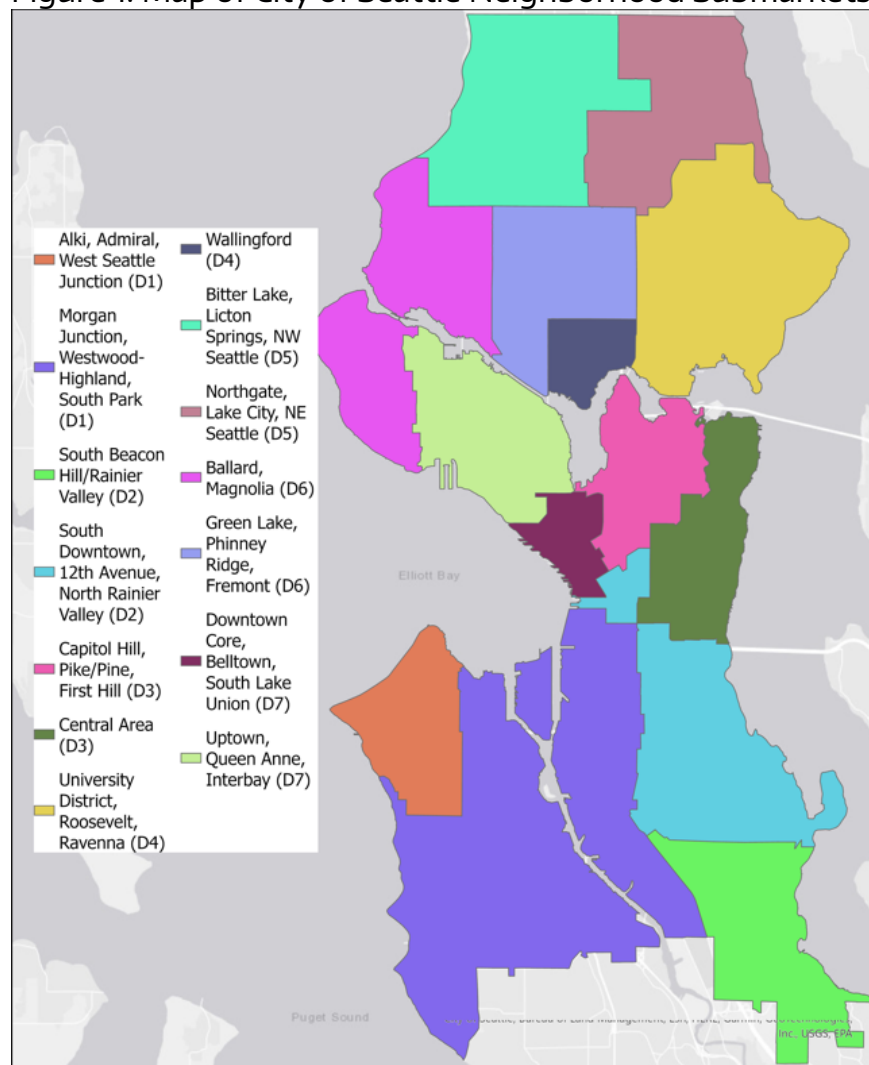
Second, we address the public costs of MFTE, defined as shifted and foregone tax revenues attributable to the program. We use deferred new construction values of MFTE properties to calculate yearly foregone taxes and project these costs into the future. We estimate shifted taxes from yearly assessed property values, broken down by program and project type.

Third, we provide a cost-benefit analysis by property based on the quantified benefits and costs outlined in the study. For each property, we estimate rent savings by matching MFTE units with comparable market-rate units with the same number of bedrooms, bedroom type, and square footage. We then sum these unit-level rent discounts and compare them to exempted property taxes. We further break this down by program iteration and geography.

Quantitative analyses rely on a range of administrative data sources, and are largely descriptive. Data on MFTE properties, unit production, unit characteristics, and

tenant income were provided by the Office of Housing. Data on neighborhood market-rate rents came from CoStar and were assembled by Office of Housing and Office of Planning and Community Development staff. Socio-demographic neighborhood characteristics were pulled from the 2022 5-year American Community Survey (ACS) estimates. Property assessment values, city and total levy rates, and exempt new construction values came from the King County Assessor. Our team worked collaboratively to clean, filter, and merge these various data sources to assess the public costs and benefits of MFTE. Descriptive analyses and figures were produced using R and Stata statistical software, and GIS spatial analyses were conducted in ArcMap Desktop. Neighborhood submarkets were constructed with assistance from city staff. Contiguous census tracts within voting districts were combined to generate two submarkets for each district, producing fourteen unique submarket areas within the city.

Figure 1. Map of City of Seattle Neighborhood Submarkets



We complement our quantitative analysis with data generated from focus groups with City of Seattle staff and one-on-one interviews with developers, operators, and investors who have participated in the MFTE program. We conducted seven semi-structured key informant interviews with housing developers and operators. We also conducted two focus group interviews with teams from the City of Seattle Office of Housing that are responsible for implementing and monitoring MFTE. Interviews and focus groups each lasted one hour, and were recorded and transcribed for qualitative analysis.

The UW research team analyzed the transcribed interviews to generate initial codes and key themes. Where relevant, findings from the qualitative interviews are used to supplement or complement results from the quantitative analysis. Consistent with a mixed methods approach to research, the two sources of data and findings were brought together to generate a deeper understanding of the program, how it is structured, its costs, and the outcomes it produces. Additionally, we conclude our findings with a standalone section from our qualitative interviews, which articulate respondents' perspectives on the goals of MFTE, perceived challenges of the program, and considerations for MFTE reform.

Data limitations prevent us from providing a definitive answer to the principal research question. To fully understand whether MFTE is a cost-effective method for producing and maintaining affordable housing, one would need to understand the housing supply impact attributable to MFTE and the impact on rents from that additional housing production. In addition, there are other benefits, such as the taxes generated from housing production, that should be considered in a comprehensive cost/benefit analysis.

Finally, it is important to note that much of the analysis in this study is based on the post-Covid 19 period which has been highly unusual. During this period, interest rates rose dramatically, building costs rose significantly, and market vacancy rates rose. As a result, all readers of this report should digest these findings with an appreciation for this broader economic and market context.

FINDINGS

In this section, we present findings on the benefits and costs of the program and then discuss ways in which these factors can be compared. Where relevant, we include findings from the qualitative interviews to corroborate (or contradict) evidence generated from the quantitative data. We conclude the analysis with results of the qualitative interviews that provide further feedback about the program and its design and implementation.

Benefits of the MFTE Program

The logic of the MFTE program is that jurisdictions will bear a cost to taxpayers in exchange for the public benefits of additional housing production, and particularly affordable housing. Calculating these benefits is a challenge given that some of the benefits are quantifiable while others are less tangible—but no less beneficial. In this section, we seek to highlight the various benefits of the program. According to the City of Seattle code, Chapter 5.73, the purpose of the MFTE program is to “increase and maintain affordable housing opportunities in new and existing multifamily housing, including through rehabilitation of vacant buildings, within the city of Seattle...In addition to increasing affordable housing [MFTE] seeks to affirmatively further fair housing as Seattle grows.” We analyze the benefits of the program with this stated purpose in mind.

Housing Units

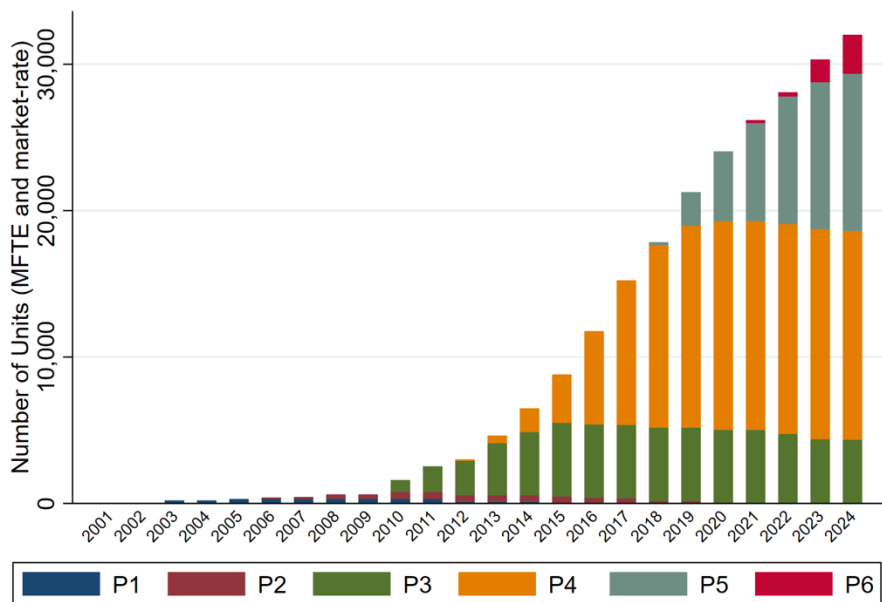
The purpose of the original MFTE law was to stimulate the production of multifamily housing in the State of Washington; affordable production was not the sole focus of the program. That changed in 2007 when the 12-year program was established which created a longer exemption in exchange for dedicated affordable units. In this first section, we analyze total housing production under the City of Seattle’s MFTE program.

Given the clear empirical evidence about the relationship between housing production and affordability, one of the conspicuous benefits of the MFTE program has been the housing that has been constructed under the program, which includes both income-restricted and unrestricted units. Since inception, developers have completed a total of 303 projects under MFTE which included a total of 33,956 units.²⁹ Figure 2 provides a summary of the total number of active units of housing that exist in projects that have received the MFTE exemption. As of the time of this

²⁹ This estimate is only for “market-rate” MFTE rental properties, that is, properties for which MFTE is the only public subsidy. MFTE ownership properties and other low-income housing projects that are City-funded and/or Low-Income Housing Tax Credit/bond-financed are excluded.

writing, the total number of active units in MFTE-participating properties is 32,207. As is clear from the graphic, P4 and P5 played a significant role in the production of housing.

Figure 2. Total Active Housing Units in MFTE Buildings by Program Type



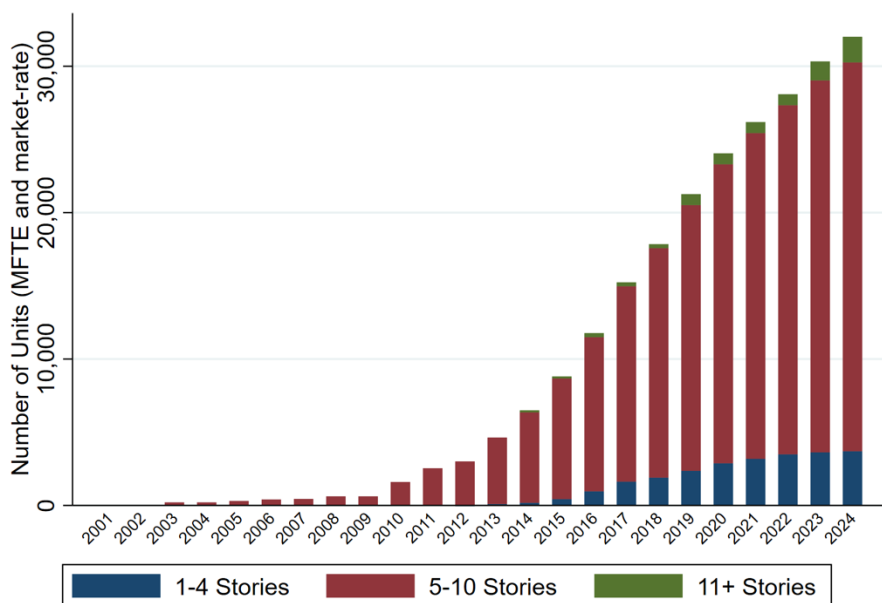
Source: King County Assessor

It is also important to highlight the types of projects developed under MFTE. In Figure 3 below, we break down the total number of active units in projects that receive the MFTE. It is clear that the vast majority of the development activity has been in buildings with 5 to 10 stories. Consistent with feedback from our developer interviews, the MFTE program primarily works for mid-rise projects. The economics do not support the development of low- or high-rise buildings. The City issued a Director’s Rule in 2021 that attempted to make MFTE more appealing for high-rise development³⁰, but the impact has been negligible. These sentiments were expressed by a developer in our interviews, “***MFTE works for our podium projects... wood frame, generally seven, now more recently eight story buildings over parking. Generally in the urban core or the peripheral areas... up until recently... we were not able to make MFTE work in our high-rise projects... we’ve done a number of high-rises, every one of them, we’ve looked at the MFTE program and it has not worked. Most recently, with the director’s rule that came out in 2021, allowing a different distribution of units within the building, we were then able to make it pencil and convince our equity partners it was good to do MFTE in high-rises as well.***” This developer

³⁰https://www.seattle.gov/documents/Departments/Housing/HousingDevelopers/MultifamilyTaxExemption/MFTE_DirectorsRule_2021-02_UnitDistribution.pdf

was in the minority in our interviews as the others we spoke to all suggested that MFTE does not work for high-rise projects, “***We have never been able to make a high-rise pencil in this market, MFTE or no.... We just flat out, haven’t found the rents justify the additional costs.***” Another developer made a similar argument, “***Basically MFTE works really well for mid-rise, market-rate projects. It doesn’t work very well for high-rise projects.***” In our interviews with Office of Housing staff, they underscored that MFTE appeared to work best for mid-rise projects.

Figure 3. Total Active Housing Units in MFTE Buildings by Building Type

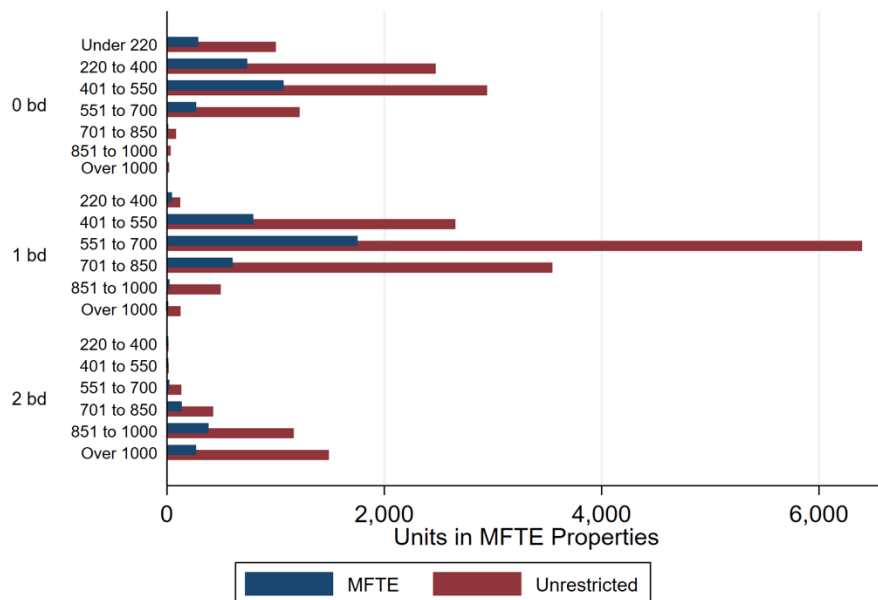


Source: King County Assessor

Figure 4 below highlights the breakdown of units in MFTE buildings that were active in 2023. The figure shows both MFTE income-restricted units (in blue) and the unrestricted units (in red). Consistent with what we observe in other data, this figure highlights that the vast majority of units built with the support of MFTE have been one bedrooms and studios. Throughout our interviews with developers, we heard that MFTE has been a program that was ideally suited for constructing one bedroom units, “***[MFTE] is a big economic development boost for one bedroom units, like the rent that’s asked in Seattle relative to the market rate is pretty much on par. So if you develop a building of all one bedroom units, you get significant property tax relief. You give away little or no rent off market rate, and so it should be a significant boost.***” Multiple developers noted that rule changes adopted in P5 and P6 made using MFTE for small efficiency dwelling units (SEDUs) and congregate housing much more difficult. As one developer expressed, “***[OH] really turned the screws on the small use kind, they reversed it so hard that all of a sudden it became impossible for people developing those things***

to participate in ways that made any economic sense. And so they sort of went from a huge giveaway to no one in that space participating.”

Figure 4. Unit Breakdown in MFTE Properties Active in 2023



Source: 2023 Annual MILU Certification Query

The lack of production of two bedroom units under MFTE is not a coincidence. Although MFTE AMI thresholds are highest for family-sized units, developers expressed that the structure of the program did not work well for two bedroom and larger units, and as a result, very few have been built. As noted by a developer, the size of two bedrooms creates an economic challenge, **“Project budgeting is all based on square foot. So if you have a thousand square foot unit, it’s like costing you almost twice as much as a 500 square foot unit, and you need almost twice as much rent for that thousand square foot unit as you do for the studio... the AMIs are calibrated, for whatever reason, at 65% for a studio which is pretty close to what you need for market in a mid-rise building. For a two-bedroom, the AMI at 85% isn’t enough. Market rent has to be so much higher... Whereas the studios, you know, 65%, 70% is still fine.”** We heard similar comments from staff members from the Office of Housing who noted, **“There could be a deeper, stronger incentive to bring [family-sized] units to market, because it doesn’t feel like it’s working.”**

It is important to note that attributing this production solely to MFTE would be an incorrect conclusion. Some of these projects may well have been constructed in the absence of the program, but estimating what would have happened in the absence of MFTE is very difficult. In our interviews, developers articulated that MFTE has been important for many projects and some of these projects **“would not have**

penciled” were it not for MFTE. As one developer noted, ***“I think the good thing about MFTE is, a lot of the mid-rise projects in particular don’t pencil without it. So the important thing to keep in mind is that it’s not just generating these rent-restricted units. It’s generating the other [market-rate] units.”*** All we can say is that there is a positive, yet difficult to quantify, impact on the Seattle housing supply from the MFTE program. Developers expressed support for MFTE (especially in its earlier iteration) as a valuable tool to promote housing production in Seattle: ***“MFTE overall is a fabulous solution, because at least I can’t define it as actually costing anything. And it does promote the behavior it’s intended to do from that standpoint. I actually think it’s been fairly well conceived... [Without MFTE] I think that the few projects that are moving forward would just simply vanish.”***

To generate a deeper understanding of this dynamic, we solicited feedback on the issue of MFTE’s impact on housing production from two developers. The following three hypothetical outcomes were presented:

1. The benefit associated with MFTE was integral to the development of a lot of multifamily housing in Seattle over the last 15 years. In the absence of MFTE, housing production would have been much lower.
2. All of this housing would have been built independent of MFTE. MFTE just made the development more profitable.
3. MFTE doesn’t change the build/not build decision because the benefits (abatement) are closely calibrated with the costs (affordability requirements). Without MFTE, you get the same amount of production, you just wouldn’t have the affordable units that came with the MFTE program.

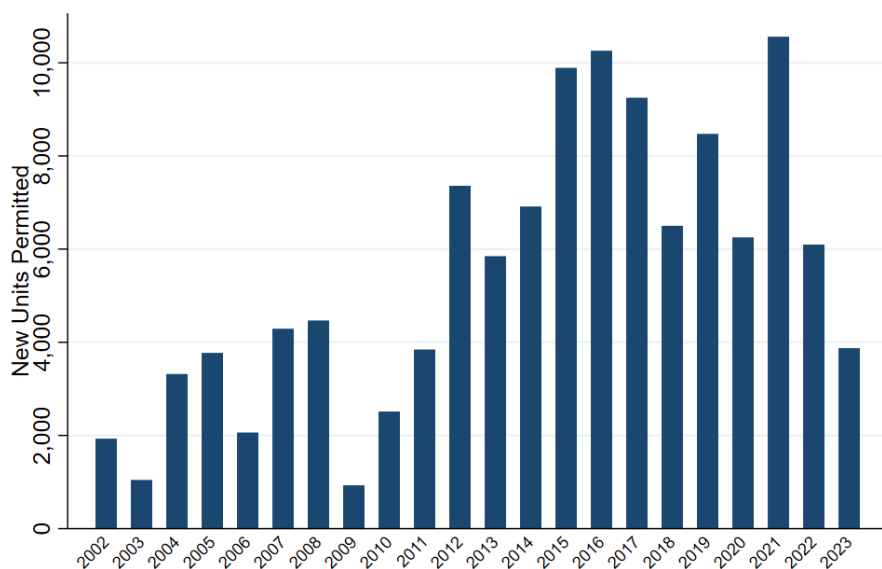
The response from one developer was that if you were to poll the entire development community, you would get all three responses, with option three getting the most responses. We also understand option three to be increasingly relevant as the affordability requirements of the program have increased. As the costs of the MFTE program for a developer (affordability requirements) are more closely aligned to the benefits of the program (the tax exemption), the program becomes less advantageous and may no longer serve as key factor in the decision of a developer to build a project or not. It becomes an issue for the developer, once they decide to develop a project, whether to apply for MFTE or not.

A second developer took a different tack in answering this hypothetical. They indicated that it depends on the size of the projects/units. For smaller units, MFTE had a clear impact on housing supply, not just income-restricted supply, ***“In that category of small apartments, MFTE produced a massive boom of housing, such that the rents in that area have fallen sharply since 2019, even before adjusting for inflation. While this is painful for speculative developers, I think it’s hard not to count this as a policy win.”*** In responding to the build / don’t build

question, this developer suggested that one cannot provide a blanket response. Rather, “***there is probably a marginal project out there where its exactly calibrated, maybe around a 400sf 1BR project...But for smaller product types it's a win, for larger it's a loss.***”

Before presenting the data on the production of MFTE, it is important to provide context on the overall level of housing production in the City of Seattle over the last 20 years. Figure 5 shows permit activity and highlights that there was a boom in residential construction during the decade of the 2010s. It is important to note that a permit precedes the completion of a housing development by a couple of years. This is why we observe a significant decrease in permit activity in 2023—this reduction will produce a fall in new unit deliveries in the years to come.

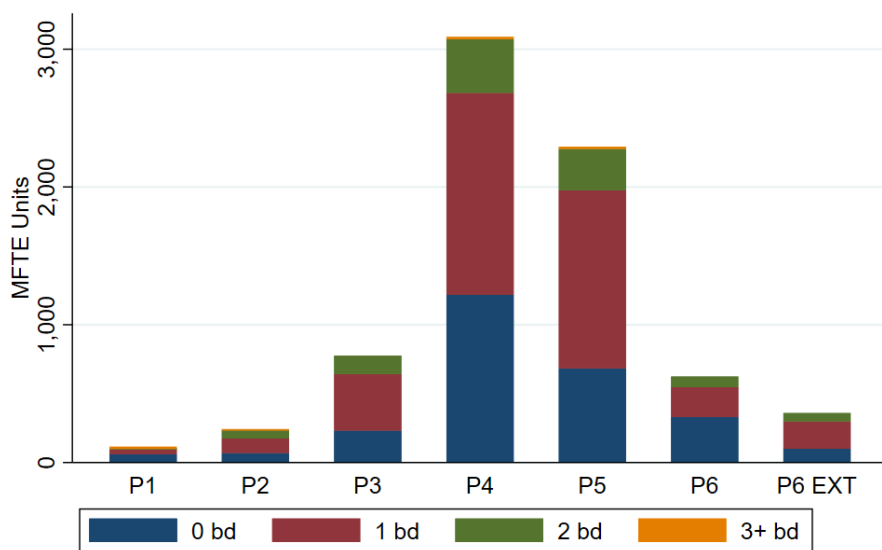
Figure 5. New Multifamily Housing Permits Issued by Year



Source: Permit data assembled by Office of Planning & Community Development and Office of Housing Staff. Annual sums include new permits for apartment; congregate housing; multifamily non-ground level dwelling; and small efficiency dwelling categories. Annual sums include MFTE-related development.

Under the MFTE program, a portion of the units in projects that receive the MFTE must be affordable pursuant to certain income restrictions (as described earlier in this report). These units are a clear benefit of the MFTE program—they would not exist were it not for the presence of the program. Figure 6 highlights the number of income-restricted units produced under each iteration of the program. P4 and P5 have had a disproportionate impact on MFTE housing production, but these programs also coincided with Seattle’s residential development boom. Over the life of MFTE, 7,047 total income-restricted units have been produced in the City of Seattle.

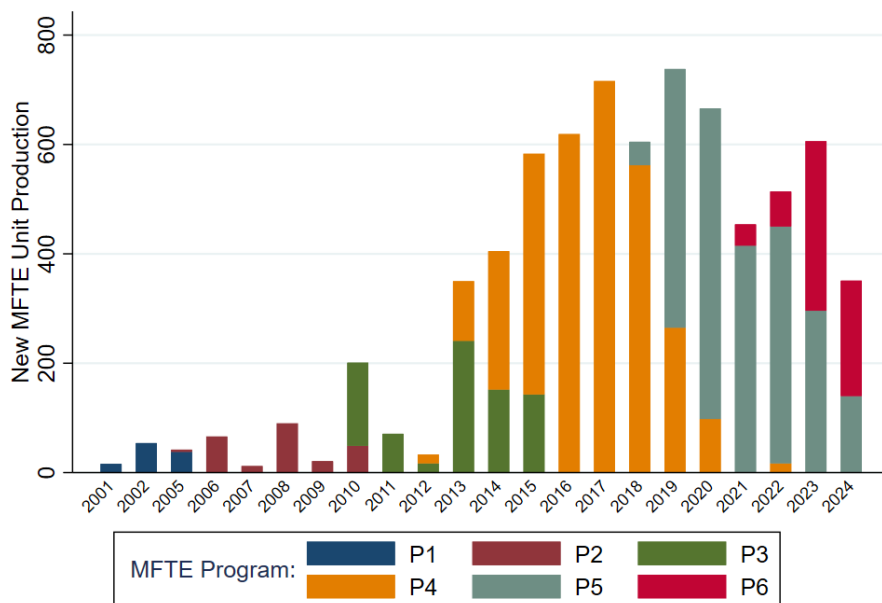
Figure 6. Total Income-Restricted Housing Production Under MFTE By Program



Source: Seattle OH Project Tracking
 Under 400, SEDU, and congregate started to be tracked separately by OH in 2015
 P6 EXT are 12-yr extensions to P3, not new production, subject to new affordability
 0 bedrooms include SEDU, Congregate, Under 400 sq ft., which are subject to different AMI limits

Figure 7 highlights the annual production of income-restricted units under the program. It is important to note that new projects take time to complete. Therefore, completions in 2024 were started years earlier (and therefore come from different program iterations). There is a reduction in production in 2024, but this is based on partial year data. But we know from our interviews, that the challenging market conditions evident in the post-Covid era (higher interest rates and construction costs) will lead to significantly lower completions in the years to come. This decline in production is not yet evident in the data given the lag between project start and completion. But one should expect dramatically lower completions and deliveries over the next three to four years.

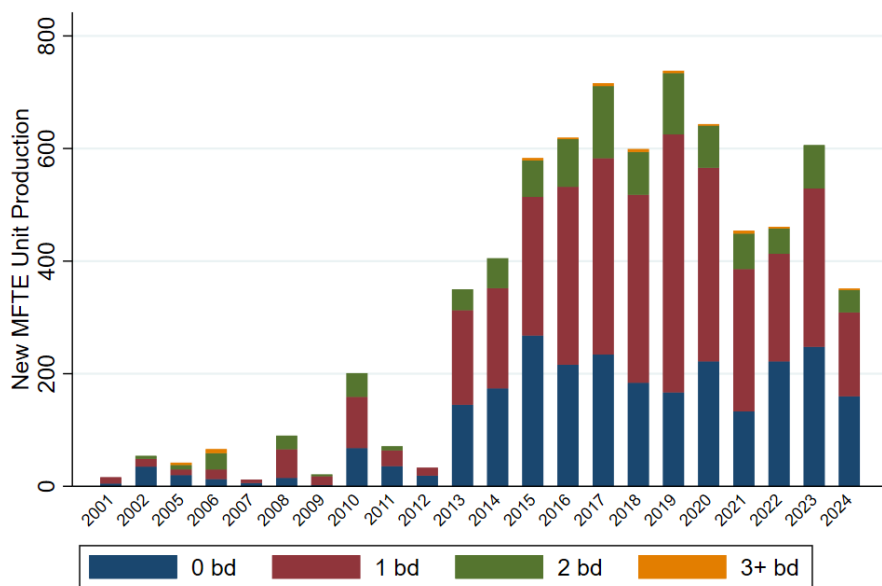
Figure 7. Yearly New Income-Restricted Unit Production by Program



Source: Seattle OH Project Tracking, units assumed produced in the first year of the exemption

In Figure 8, the same annual production numbers that were presented in Figure 7 are broken down by unit type. The figure demonstrates, consistent with other data and the feedback from developers, that MFTE projects have disproportionately created zero and one bedroom income-restricted units.

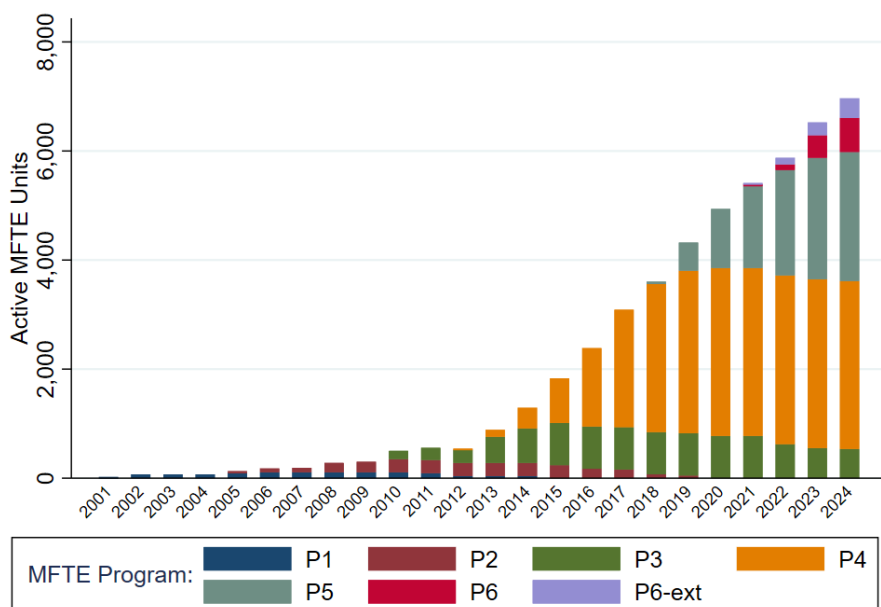
Figure 8. Yearly New Income-Restricted Unit Production by Unit Type



Source: Seattle OH Project Tracking, units assumed produced in the first year of the exemption
0 bedrooms include SEDU, Congregate, and Under 400 sq ft. categories

Because the tax exemption is granted for only 12 years, some MFTE units exit the pool of income restricted units upon expiry of the tax exemption. Therefore, once the program reaches maturity, each year there are units added to the pool due to completions of new projects, while other units are lost due to projects reaching the end of the exemption period. In addition to focusing on total production (as we do in the figures presented above) we also focus on the total number of units that are active in any given year. Figure 9 below presents the number of active MFTE units in any given year over time broken down by program. As of the time of this writing, there are 6,636 active income-restricted units in the City of Seattle’s market-rate MFTE rental portfolio.

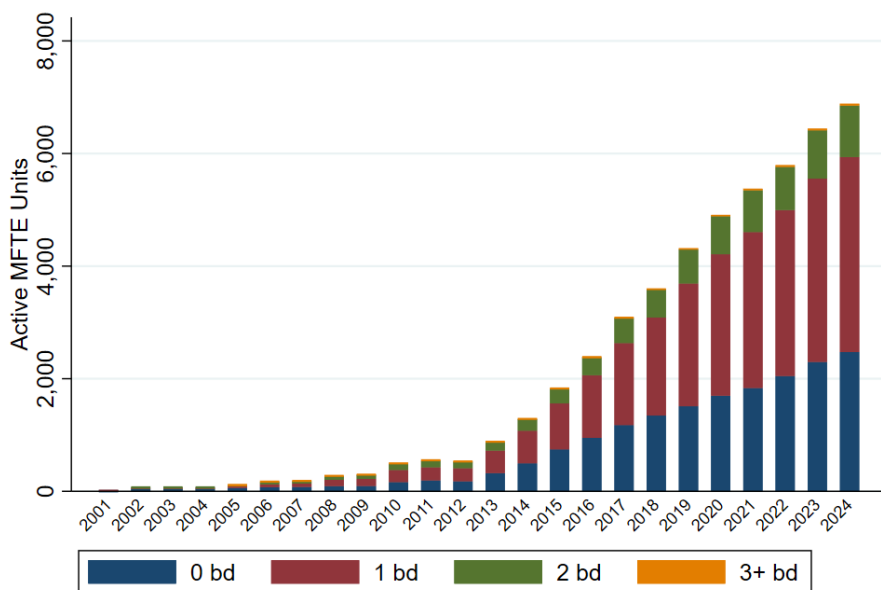
Figure 9. Annual Active Income-Restricted Units by Program



Source: Seattle OH Project Tracking, units assumed active through exemption lifetime

Figure 10 presents the yearly active MFTE portfolio of income-restricted units broken down by unit type. As the figure highlights, the MFTE program has disproportionately produced studio and one bedroom units. There have been a modest number of two and three bedroom units produced, but those represent a small minority of total production. Our interviews with developers underscored that the economics of development under MFTE made studios and one bedrooms the only type of units that made financial sense.

Figure 10. Annual Active Income-Restricted Units by Unit Type



Source: Seattle OH Project Tracking, units assumed active through exemption lifetime
0 bedrooms include SEDU, Congregate, and Under 400 sq ft. categories

In sum, 303 market-rate multifamily projects built with the support of MFTE have created 33,956 total housing units over the life of the program, of which 7,047 of those units are income- and rent-restricted pursuant to program rules. In 2024, there were 6,636 units of income-restricted housing in 286 MFTE buildings. These unit counts are an important benefit of the MFTE program.

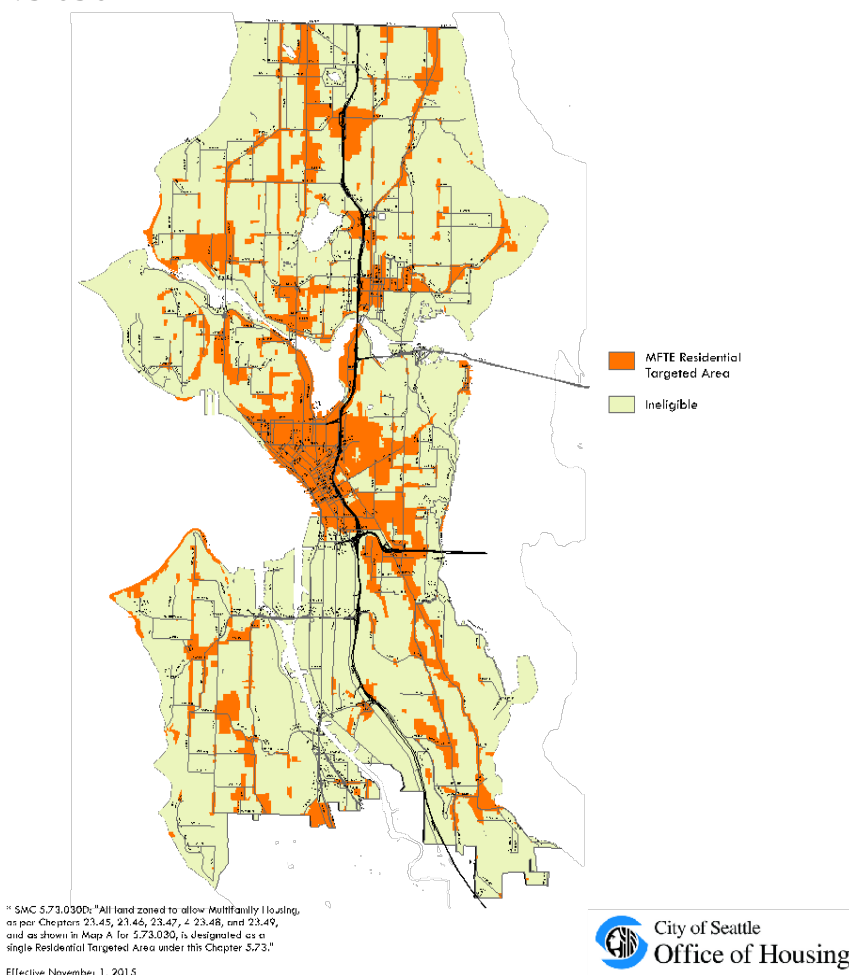
Affirmatively Furthering Fair Housing

As noted in the City’s municipal code, a second goal of the program is to affirmatively further fair housing (AFFH). Per the U.S. Department of Housing and Urban Development, AFFH requires communities to “take meaningful actions to overcome patterns of segregation and foster inclusive communities.”³¹ Therefore, it is important to understand where MFTE units are being constructed.

The first step in this analysis is to understand where these MFTE projects have been constructed. Before presenting maps of the location of MFTE projects, it is important to understand the regulatory context in which these projects are developed. Projects using MFTE may only be developed in locations that are considered a Residential Targeted Area (RTA). In 2015, under P5, the City of Seattle expanded the RTA from primarily urban centers and villages to allow MFTE development in any location zoned for multifamily housing (as of 2015). Figure 11 below shows the current RTA map in Seattle, which has been in effect since 2015.

³¹ <https://www.hud.gov/AFFH>

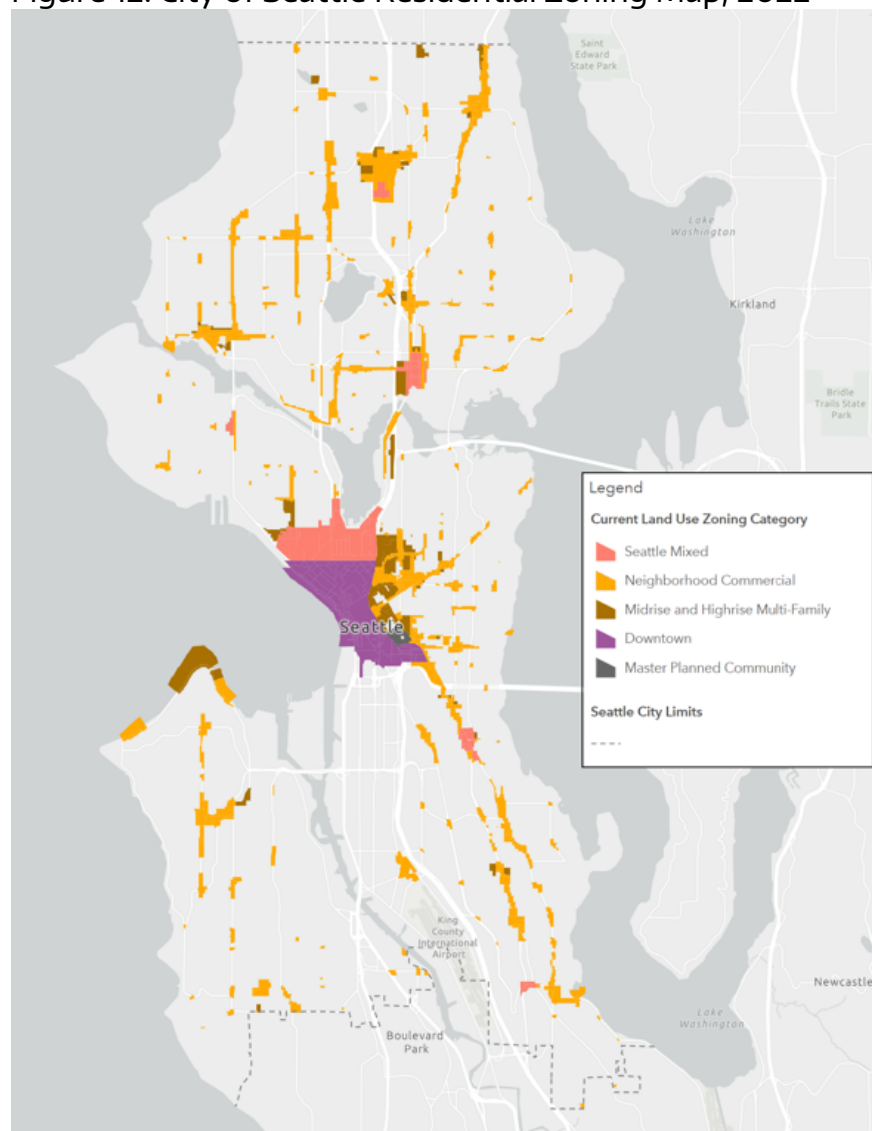
Figure 11. City of Seattle Map of Residential Targeted Areas, Pursuant to SMC 5.73.030³²



There is a significant overlap between the RTA map and the City of Seattle's current multifamily zoning. However, they are not identical, as MFTE development is not permitted in areas of the city that have been upzoned since 2015. Figure 12 is the most recent zoning map published by the City of Seattle.

³²https://www.seattle.gov/documents/Departments/Housing/HousingDevelopers/MultifamilyTaxExemption/MFTE_RTMap.pdf

Figure 12. City of Seattle Residential Zoning Map, 2022³³



The location of MFTE units is driven by both regulatory constraints (RTA) as well as market dynamics. Based on our interviews, market conditions across the city have a significant impact on the spatial distribution of MFTE units. A city staff member summarized these dynamics: ***“Everything that’s in the MFTE program will be on the RTA, [but] you still see somewhat of a like, market-driven consolidation. Like this program operates very much within the market. So where buildings are already feasible to build is where you see the most MFTE activity. From my perspective, it doesn’t necessarily shift where development happens.”***

With these regulatory and market contexts in mind, Figures 13 through 17 depict the location of active (in 2023) MFTE projects by each program iteration. As these

³³ <https://seattle.gov/dpd/research/GIS/webplots/Smallzonemap.pdf>

figures demonstrate, there is a fair amount of spatial consistency in MFTE development across programs.

Figure 13. Location of Active P3 MFTE Properties

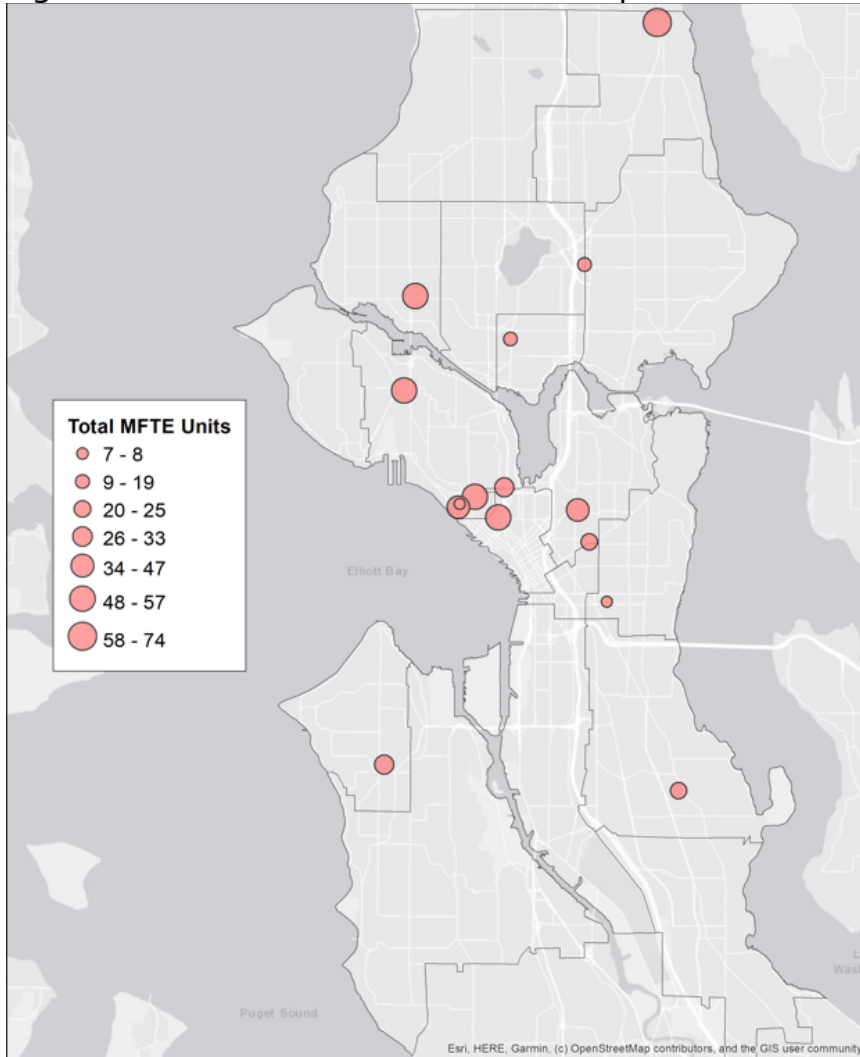


Figure 14. Location of Active P4 MFTE Properties

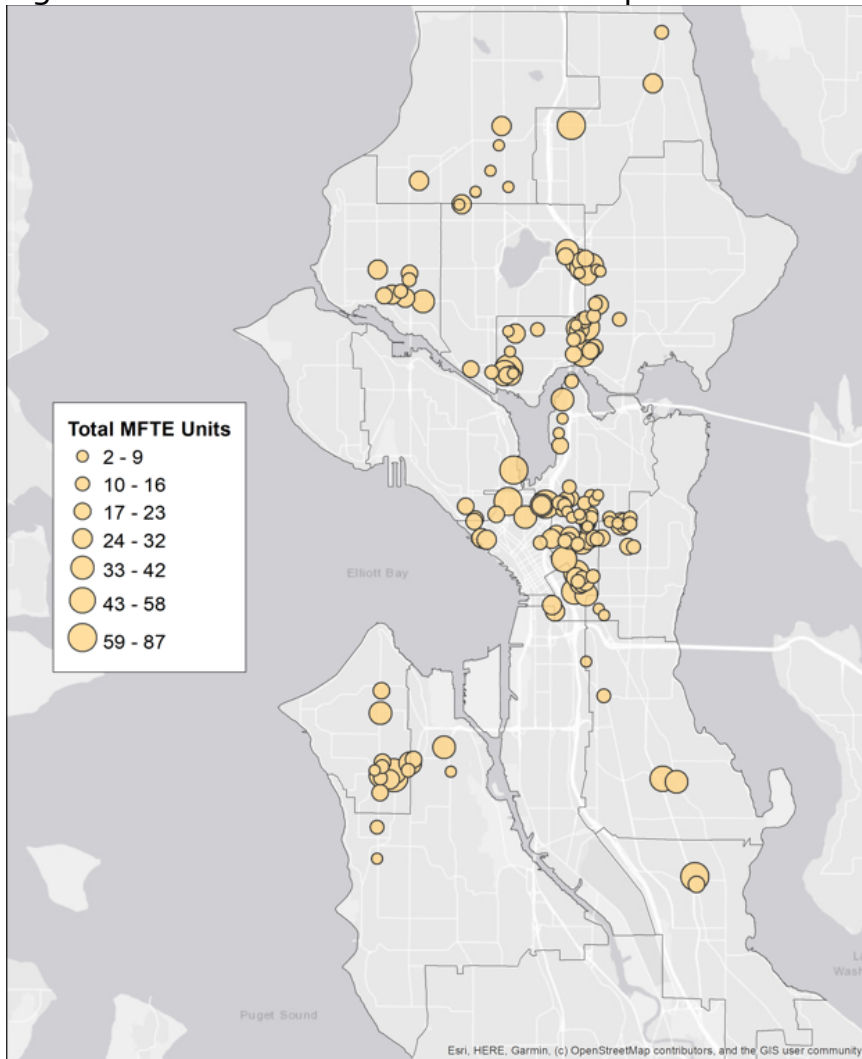


Figure 15. Location of Active P5 MFTE Properties

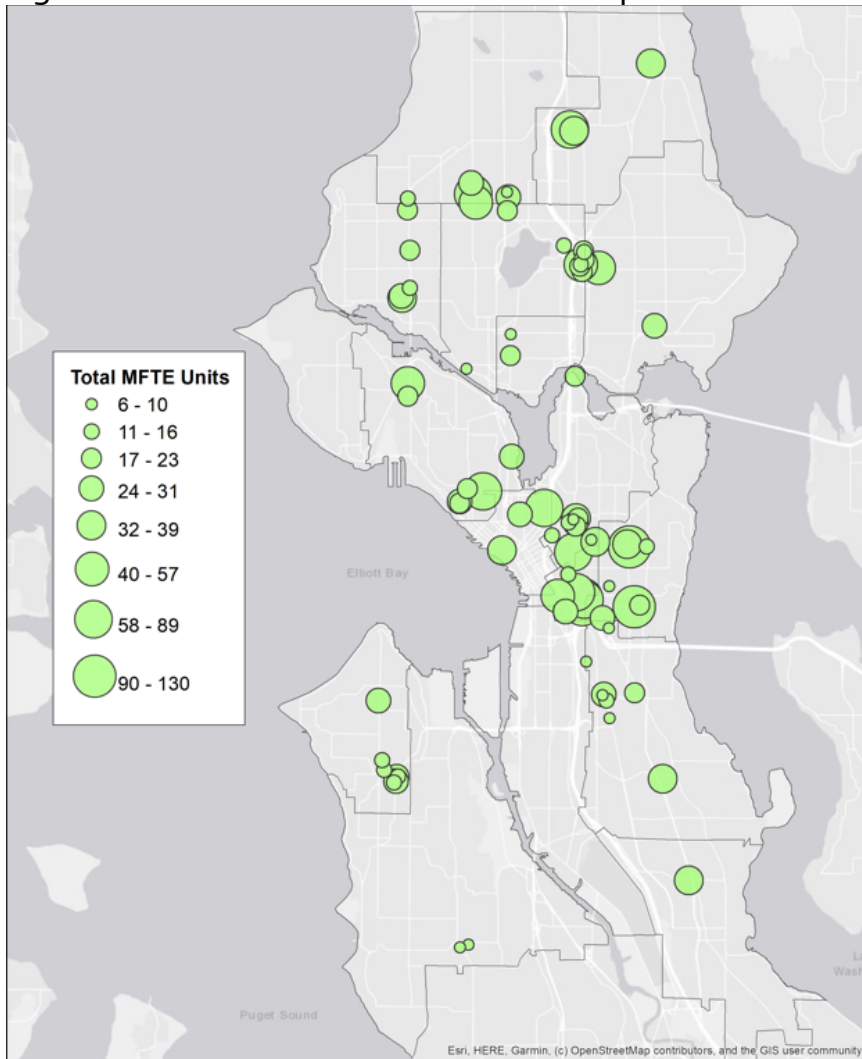


Figure 16. Location of Active P6 MFTE Properties

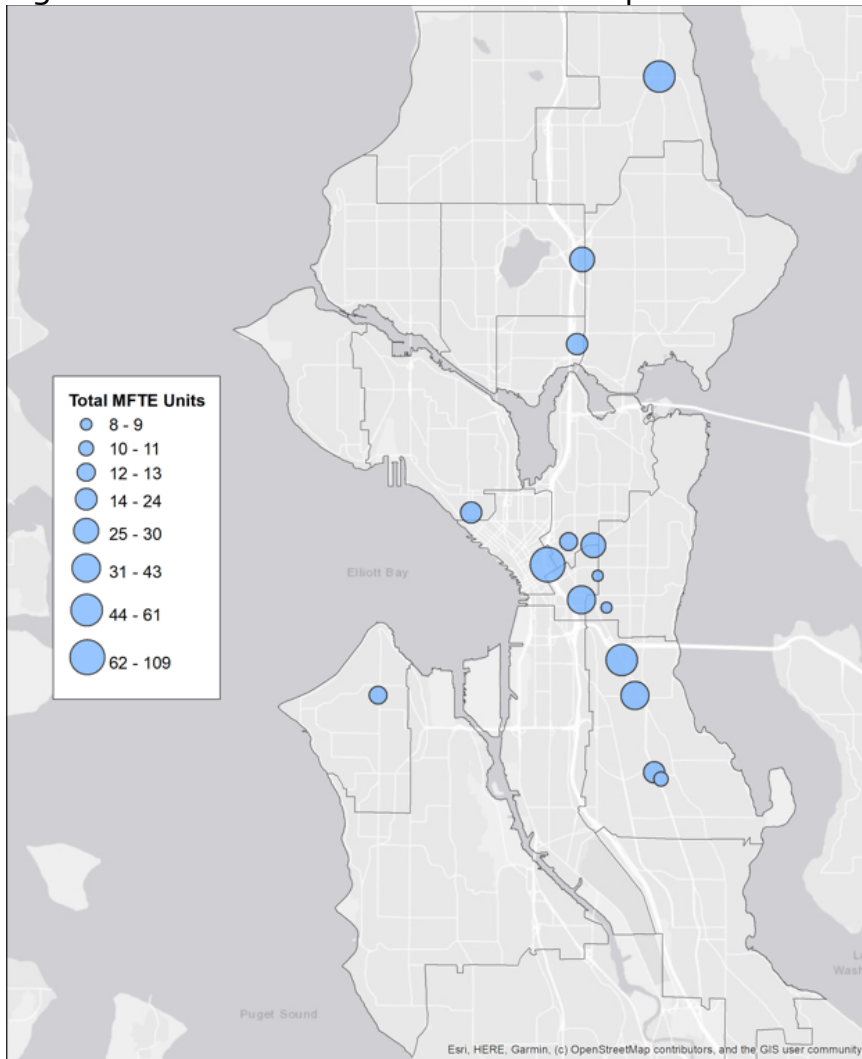
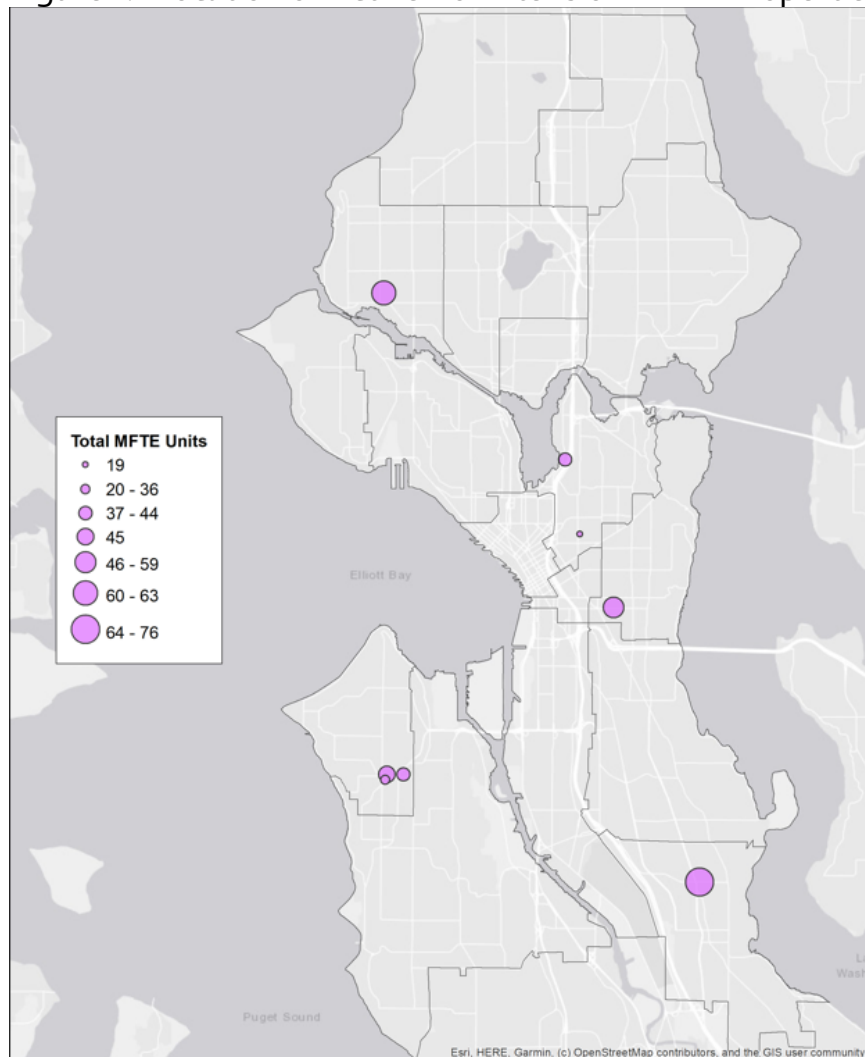


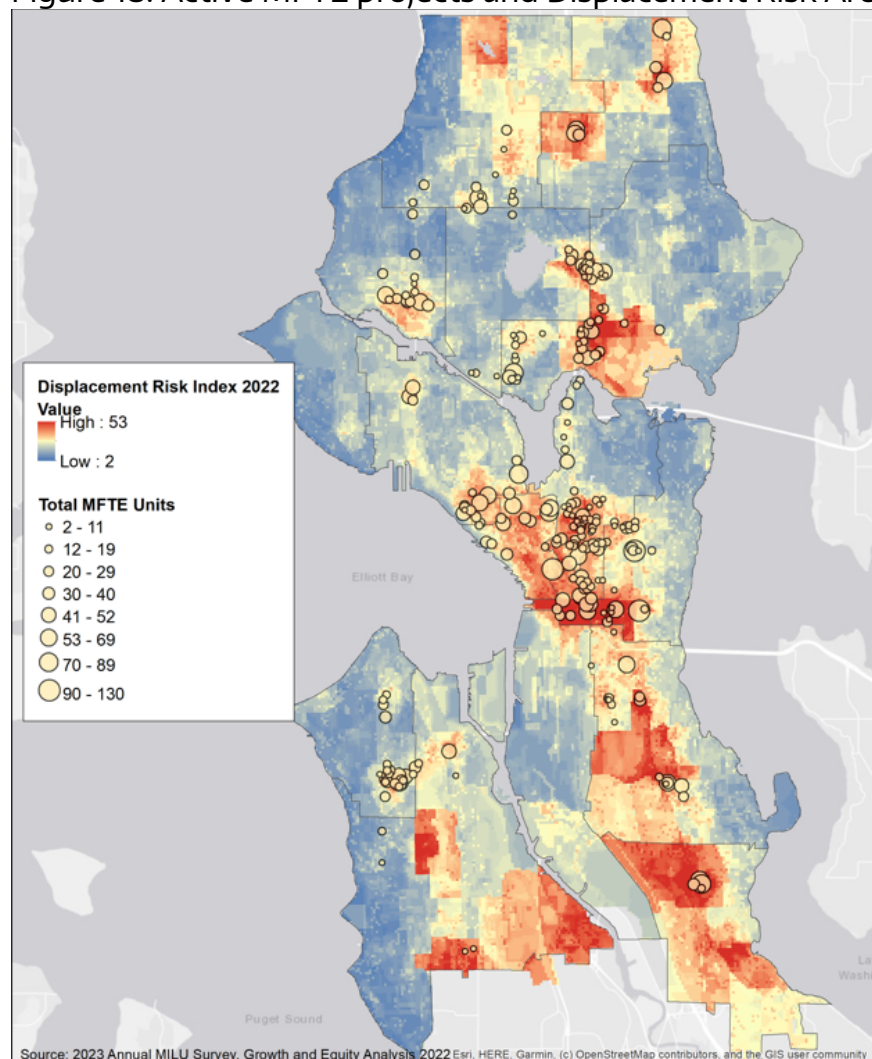
Figure 17. Location of Active P6 Extension MFTE Properties



Another concern in the City of Seattle is the risk of displacement. In Figure 18, we place active MFTE projects on the city's map of displacement risk (as described in the Seattle Office of Planning & Community Development Comprehensive Plan).³⁴ The figure clearly demonstrates that many of the MFTE projects are located in areas with high displacement risk. One could argue that this is negative (potentially adding to displacement risk where new MFTE development is occurring) or positive (creating more housing supply in locations where scarcity is driving displacement). It is important to note that there is significant correlation between zoning, land values, and displacement risk. It is not a coincidence that a lot of residential construction occurs in areas with high displacement risk due to the underlying market fundamentals in those locations that makes development more attractive.

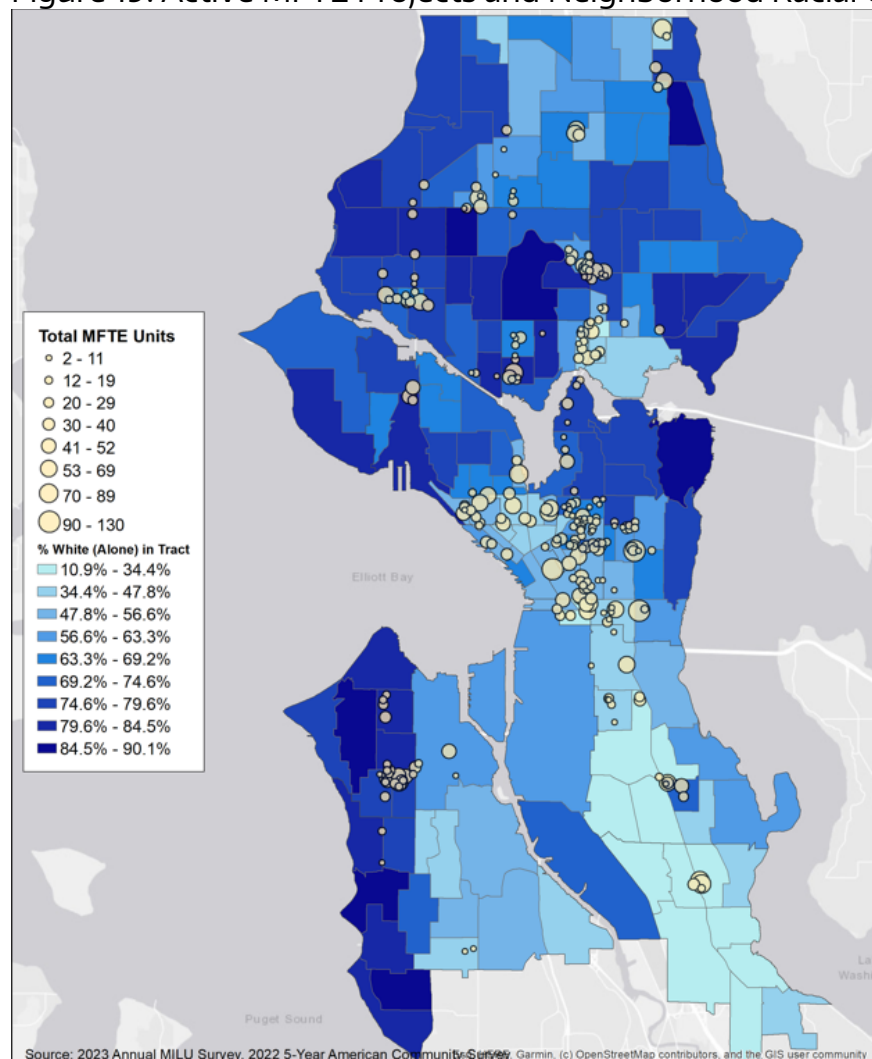
³⁴<https://www.seattle.gov/documents/Departments/OPCD/SeattlePlan/OneSeattlePlanAntiDisplacementFramework.pdf>

Figure 18. Active MFTE projects and Displacement Risk Areas



Next, we analyze the demographic composition of census tracts in which MFTE projects have been built. First, we consider racial composition. Figure 19 depicts the percent of households in a tract that are white. The figure shows that MFTE units tend to be located in neighborhoods that are not disproportionately white. This is likely more a function of zoning rather than the spatial decisions of MFTE developers. Many of the whitest neighborhoods in Seattle are zoned single-family and therefore multi-family construction—and MFTE units by extension—are not permissible. We also observe that the neighborhoods with the lowest percentage of white households are also not home to many MFTE units.

Figure 19. Active MFTE Projects and Neighborhood Racial Composition

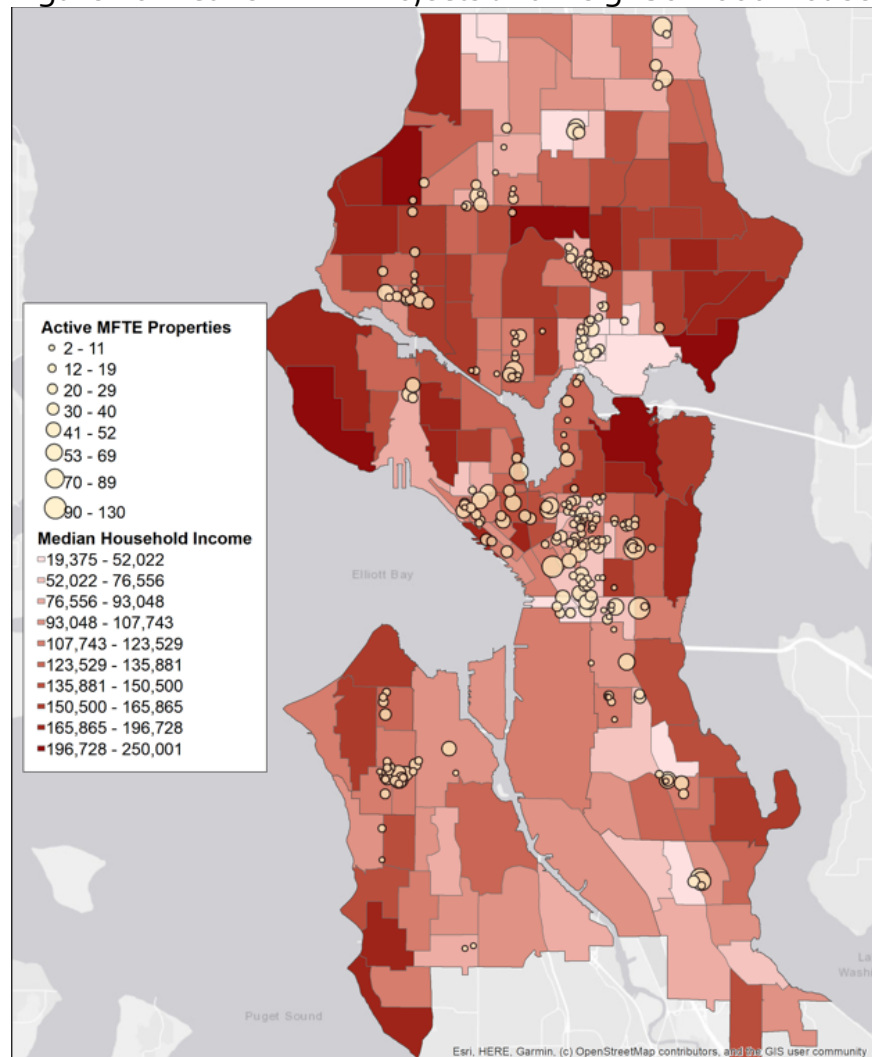


In Figure 20, we map MFTE units and the median household income across census tracts in the City of Seattle. The story is similar to what was observed in Figure 18. Some of the wealthiest neighborhoods in the city are zoned single-family and therefore not open to MFTE development. Developers also have not focused MFTE construction in the poorest neighborhoods in the city due to the less favorable market dynamics in those locations.

Throughout our interviews, there was extensive discussion about the location of MFTE projects in the city. Both city staff and developers noted that there are significant gaps between market and MFTE rents in higher cost neighborhoods such as South Lake Union and Downtown, while in lower cost locations, market rents are very close to the rents that can be charged in MFTE units. A city staff member noted this discrepancy and argued that this should make development in lower cost locations of the city more attractive for developers, "***There are several areas in the***

city where MFTE rents are market rent. So Rainier Beach and parts of Rainier Valley, parts of Lake City, you know, if you compare some of these rents, there's really no difference. So there's no public benefit being provided at all. Zero, zero, zero. So why not do MFTE? It's a no-brainer." But we heard from developers that even though the rent discount is limited—or non-existent—in lower cost areas, the overall market fundamentals don't provide the economics needed to pursue these projects. As one developer explained, **"At a certain point it becomes very difficult to use MFTE in a lower-income area. Like you're in Rainier Beach, the overall project is going to be very difficult to pencil, because the market rents aren't there, so you might have a very narrow gap between market and affordable rents that would make that MFTE incentive very accretive. At the same time, the market rents aren't high enough to justify the project."**

Figure 20. Active MFTE Projects and Neighborhood Household Income



AFFH has its origins in Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act). HUD currently defines AFFH as the use of funds to combat discrimination, overcome patterns of segregation, and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics such as race, national origin, sex, and religion.³⁵ Yet, as described above, MFTE is limited by regulatory (i.e., zoning) considerations which restrict multifamily development of any kind in many of Seattle's most affluent neighborhoods. Moreover, assessing the extent to which MFTE affirmatively furthers fair housing would require a consideration of the sociodemographic characteristics of residents in income-restricted units. Unfortunately, city-provided tenant-level data has a high degree of missingness—for instance, race and ethnicity data are missing for nearly 40% of MFTE tenants in 2023. In the absence of better tenant-level sociodemographic data, we can only speak to the location of MFTE units and the characteristics of those neighborhoods.

Rental Affordability

As clearly articulated in the City statute, creating more affordable housing is a primary goal of the city's program. Therefore, it is important to understand the scope and depth of affordability provided by the MFTE program. Based on our analysis and interviews with developers and city staff, there is an open question of whether MFTE can deliver the level of affordability that is desired. One developer noted in our interview, "***[MFTE] doesn't solve the problems of low-income housing, it solves a problem of middle-income housing. Which we still need. And I think that's a very important issue that people forget.***" Corroborating this point, the city estimates an overall need of 112,000 new housing units—at varying levels of affordability—by 2044.³⁶ There is an open question of whether the program as structured can deliver deep affordability. Another developer noted, "***What are we trying to accomplish here? What's the number? One goal in the city is we need housing. We need housing of all income levels... MFTE is not the lowest income level, but it's important workforce housing... it's been successful in producing that middle-income housing... You've got to set what is the objective here, and quit worrying about all the little details.***"

We begin the analysis of affordability by comparing the rents of income-restricted MFTE units to the rents of unrestricted units in the same buildings. We prefer this comparison because it compares units in the same buildings, which all tend to be relatively new and of similar quality. One of the threats to this comparison is that

³⁵ <https://www.hud.gov/AFFH>

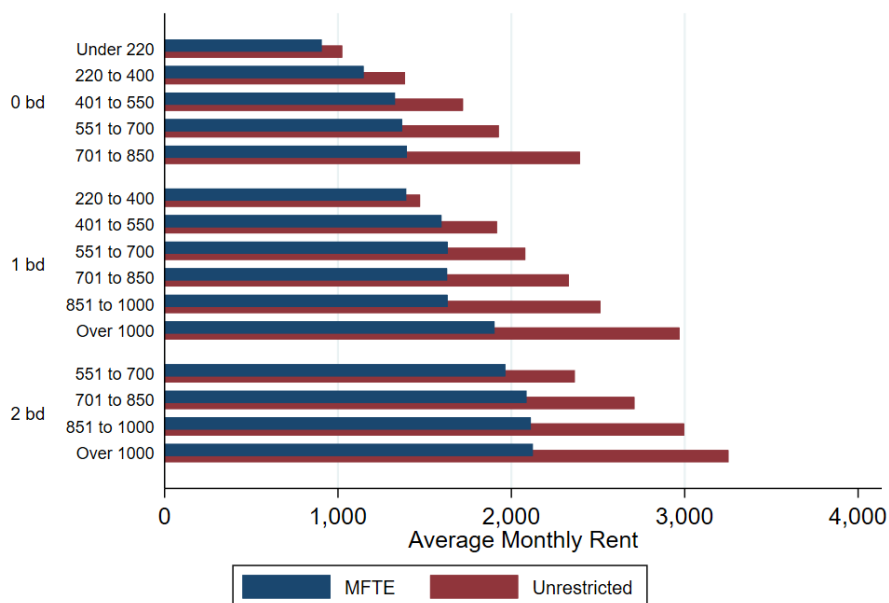
³⁶ https://cdn.kingcounty.gov/-/media/king-county/depts/executive/performance-strategy-budget/regional-planning/cpps/kc_2021_cpps_ord_19660_113021.pdf?rev=dc68c4a4ea67465c8c79de0869fcb867&hash=A3EB1B05E22148F999802F018F0827B3

not all MFTE units are perfectly comparable to the unrestricted units in the same building. Over time, the city has established stronger comparability standards, but there are frequently differences which may, in part, explain some of the price difference. Units may differ based on different views, location in the building, or amenities, or configuration. Units may also differ in terms of whether utilities are fully or partially included in the rent. Despite these challenges, we find this comparison to be more compelling than comparisons to all rental housing given the dramatic differences in the size, quality, and age of rental units that can have significant impacts on prices. We provide a comparison to the general market later in this section.

A second challenge of this analysis is the treatment of utilities in the published rent figures. For both restricted and unrestricted units, there is a mix of approaches: some landlords publish rents inclusive of utilities, while others exclude those costs. Creating a clean comparison is difficult. Among units in MFTE buildings, nearly 87% of unrestricted units have no utilities included, while for restricted units that number is 42%. As a result, the rental gaps observed in the following analyses are likely underestimated given the different treatment of rents between restricted and unrestricted units.

In the first analysis, we compare average MFTE (restricted) rents to average unrestricted rents in buildings built with MFTE and were active in 2023. Figure 21 provides this summary broken down by unit characteristics. Consistent with intuition, rents increase with unit size and MFTE units are cheaper than unrestricted units in the same building.

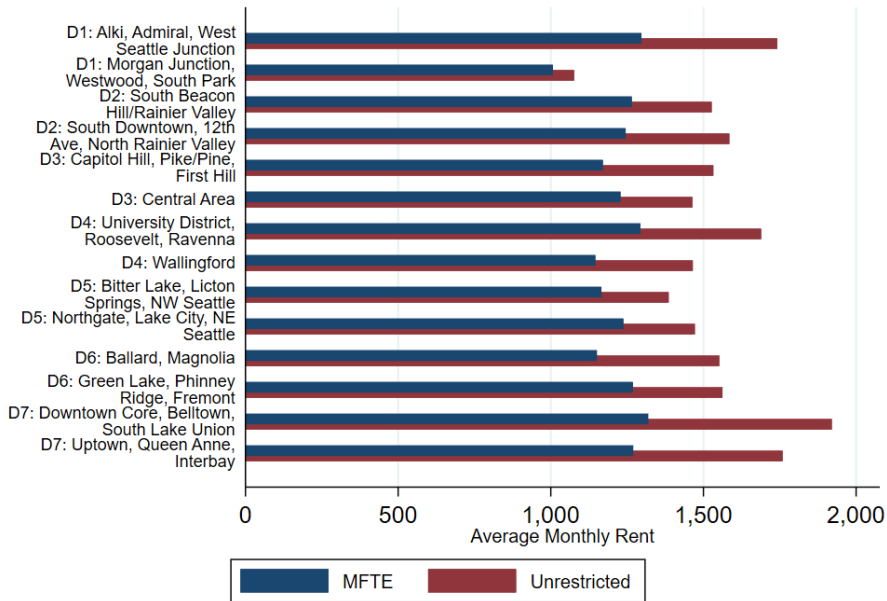
Figure 21. Average Monthly Rent in MFTE Properties by Unit Type



Source: 2023 Annual MILU Certification Query, only categories with 50+ units citywide

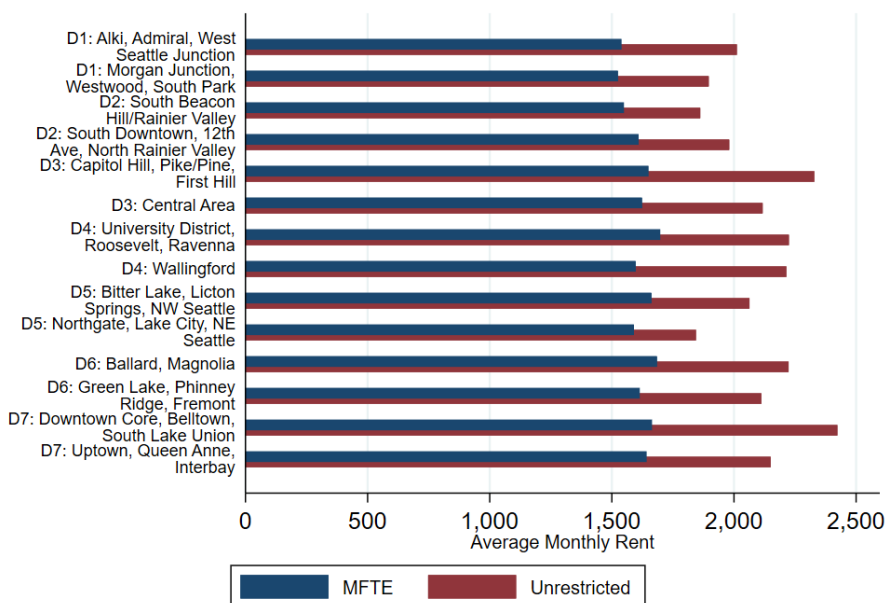
We continue this analysis by breaking down the rent comparison by neighborhood. Figures 22– 24 provide a rent summary for units in developments that used MFTE. The greatest variation exists among market rents depending on the prevailing conditions in each neighborhood submarket, while MFTE rents are more consistent given the MFTE payment thresholds that apply equally throughout the city. An obvious implication of these dynamics is that the rent discount provided by MFTE tends to be greater in parts of the city with higher market rents. It also means that in certain lower rent locations, there may be negligible differences between the rents of restricted and unrestricted units.

Figure 22. Average Monthly Rent in MFTE Properties, 0 Bedroom



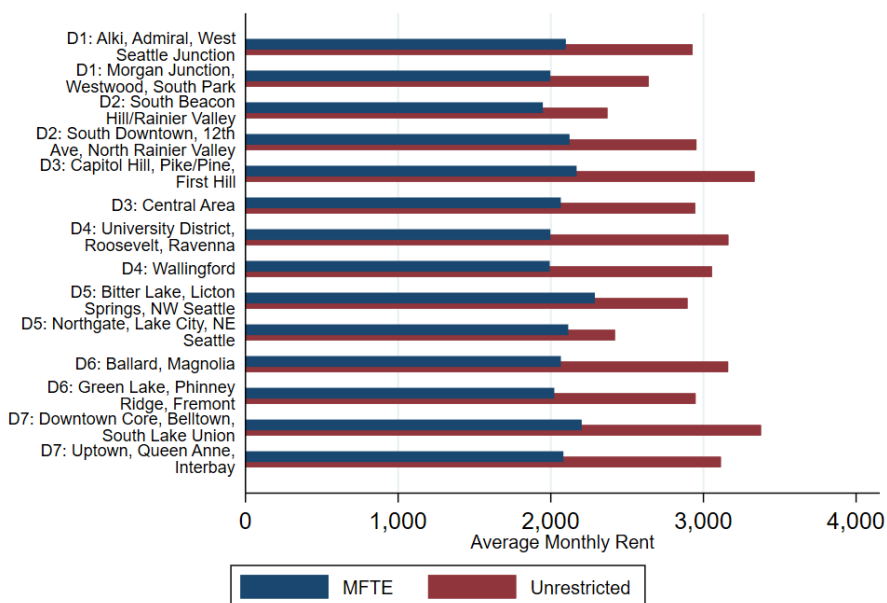
Source: 2023 Annual MILU Certification Query

Figure 23. Average Monthly Rent in MFTE Properties, 1 Bedroom



Source: 2023 Annual MILU Certification Query

Figure 24. Average Monthly Rent in MFTE Properties, 2 Bedroom



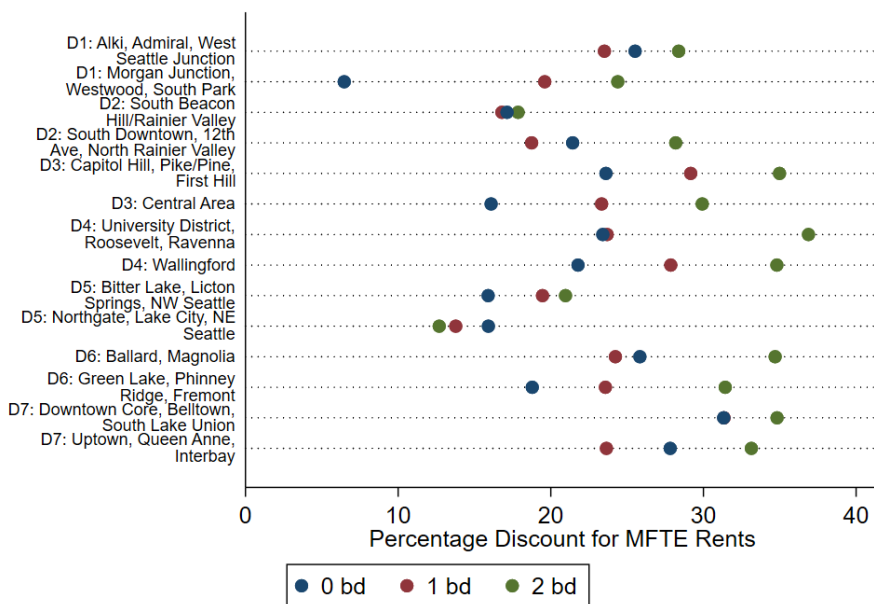
Source: 2023 Annual MILU Certification Query

The analysis of rents in MFTE properties yields a few important takeaways. Regardless of the number of bedrooms, MFTE units provide a relatively consistent discount to the rents charged for unrestricted units. The discounts tend to be larger in higher rent locations such as South Lake Union and Downtown. Such a finding is

consistent with intuition since the MFTE payment standard is constant throughout the city, while unrestricted market rents vary by location.

In Figure 25, rent differentials by unit type are depicted across the 14 neighborhood sub-markets. These dots represent the percentage discount provided by MFTE units relative to unrestricted units of the same type in the same location. The MFTE discounts tend to be greater in larger units and in certain higher rent locations. In general, for 0 and 1 bedroom units, the level of discount ranges between 15 and 30 percent.

Figure 25. Summary of MFTE Rent Differentials in MFTE Properties



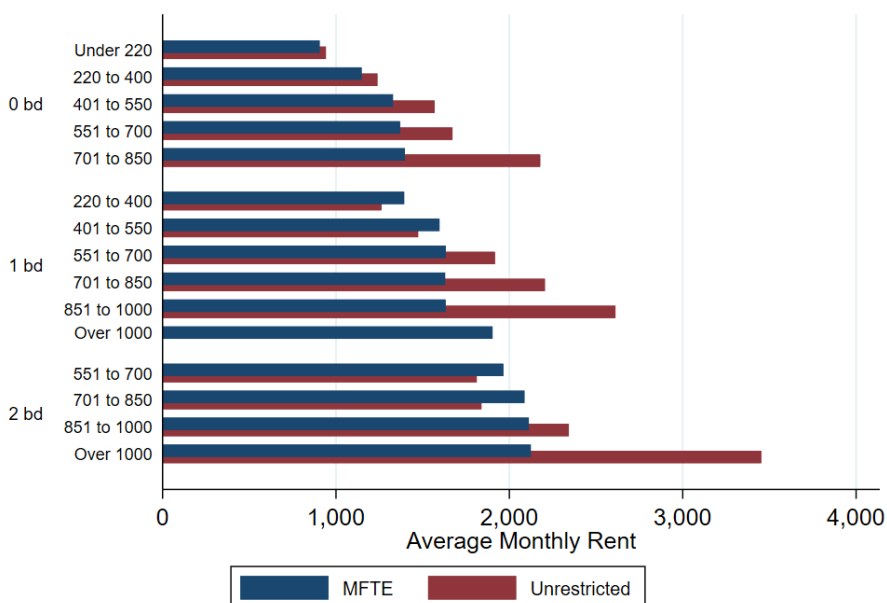
Source: 2023 Annual MILU Certification Query, calculated as (Unrestricted - MFTE)/Unrestricted

A second way to assess affordability is to compare MFTE units to all unrestricted units in a specific geography. The data on the unrestricted market units comes from CoStar, which provides a point-in-time estimate of average rents charged in market-rate properties for specific geographies and unit types. CoStar rent estimates were prepared on September 28, 2023. There is some missingness in the CoStar market-rate rent estimates for particular geographies, especially the South Beacon Hill / Rainier Valley submarket. MFTE contract rents were provided by the Office of Housing, and our comparison includes only MFTE income-restricted units occupied on September 28, 2023 (n=5,561 units).

We believe that this comparison offers less utility, because the universe of unrestricted units is no longer restricted to comparable buildings that have used MFTE. Therefore, many of these unrestricted units may be located in buildings that are older and of poorer quality than the MFTE units, which have all been built

relatively recently. Again, like in the prior rent comparison, units may also differ based on how utility payments are reflected in contract rents.³⁷ But, the comparison has salience because tenants searching for housing presumably compare all of the options in the market, not just those buildings that have been built with MFTE. Figures 26 through 32 summarize this comparison. For the succeeding figures, the blue represents average contract rents charged on income-restricted units in MFTE buildings and the red represents average market-rate rents according to data from CoStar.

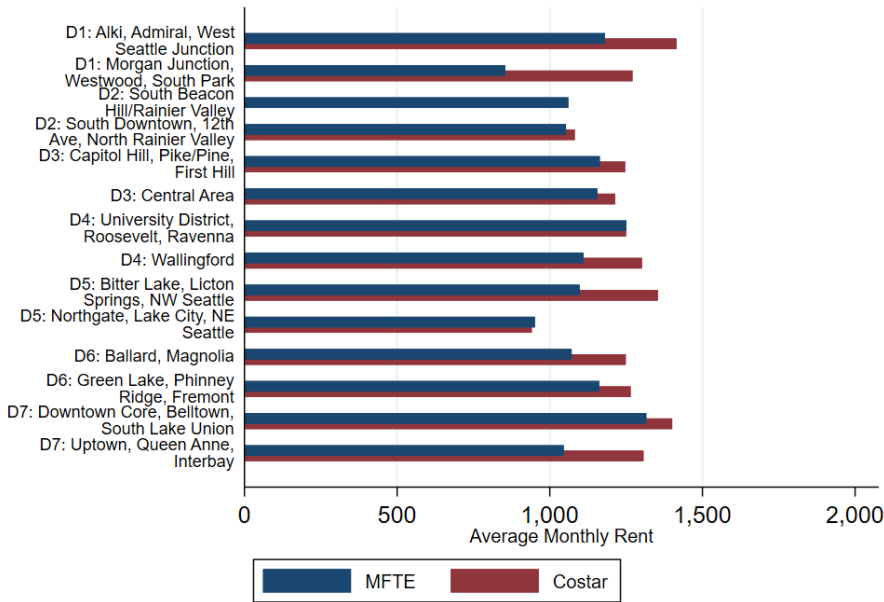
Figure 26. Average Monthly Rent for MFTE Units Compared to All Unrestricted Units by Type



Source: 2023 Annual MILU Certification Query and CoStar, only categories with 50+ units citywide

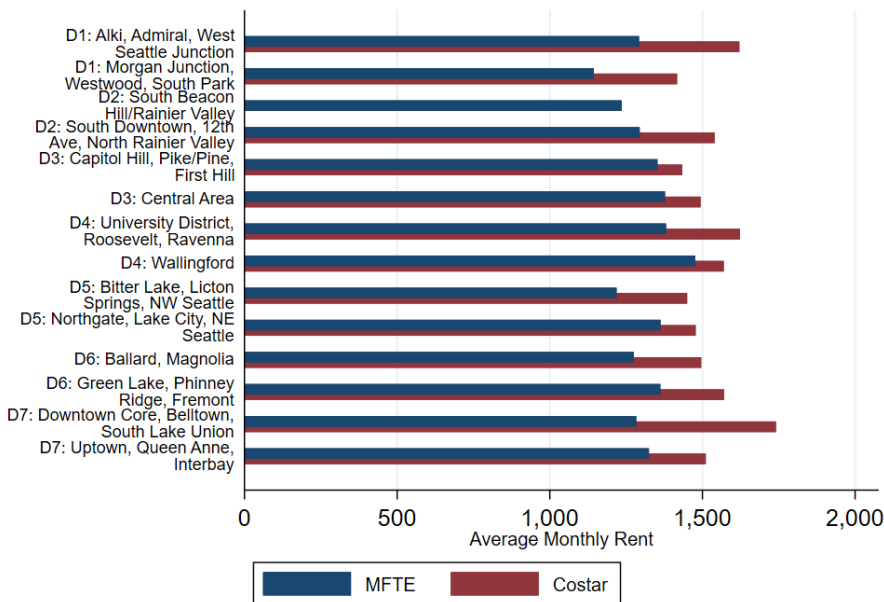
³⁷ Both rent comparisons performed in this study, 1) restricted versus unrestricted units in MFTE buildings, and 2) restricted MFTE units to the general market (CoStar) face comparability challenges due to different approaches to utility payments. In the CoStar market sample, we rely on the contract or effective rent variable which excludes utility payments paid directly by the tenant. But, contract or effective rent may include utility payments that are paid by the landlord. While it is likely that the CoStar sample includes a mix of utility payment approaches, we cannot quantify those details. Of the restricted units in the MFTE sample, 42% of units had no utilities included, while for unrestricted units it was 87%. Among the restricted MFTE sample, it was more common for utility payments to be included in contract rents for smaller and 0-bedroom units. As a result, all rent comparisons should be understood within the context of unit comparability that may vary based on a variety of different variables, including utility payments.

Figure 27. Average Monthly Rent Comparison, 220 to 400 sq ft. 0 bedroom by Neighborhood



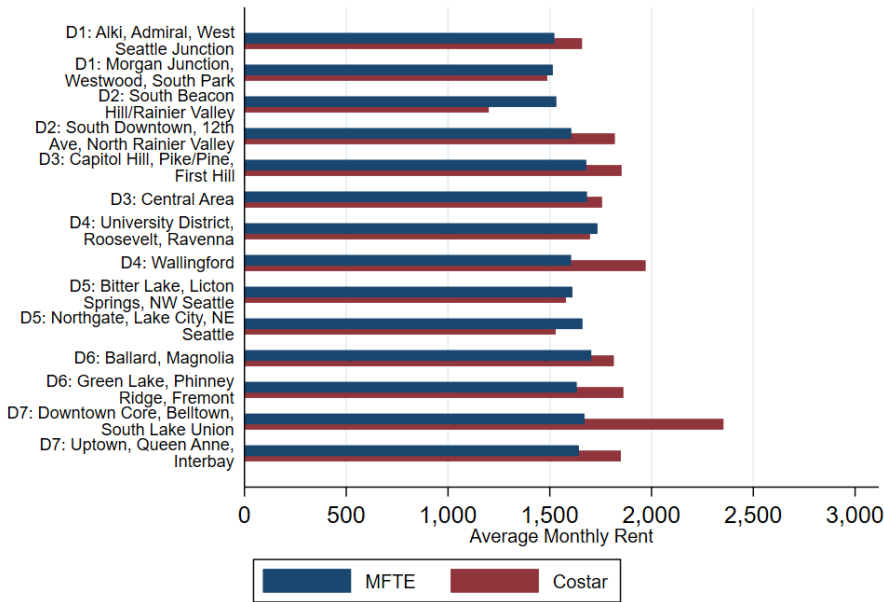
Source: 2023 Annual MILU Certification Query and CoStar, 621 MFTE units

Figure 28. Average Monthly Rent Comparison, 401 to 550 sq ft. 0 bedroom by Neighborhood



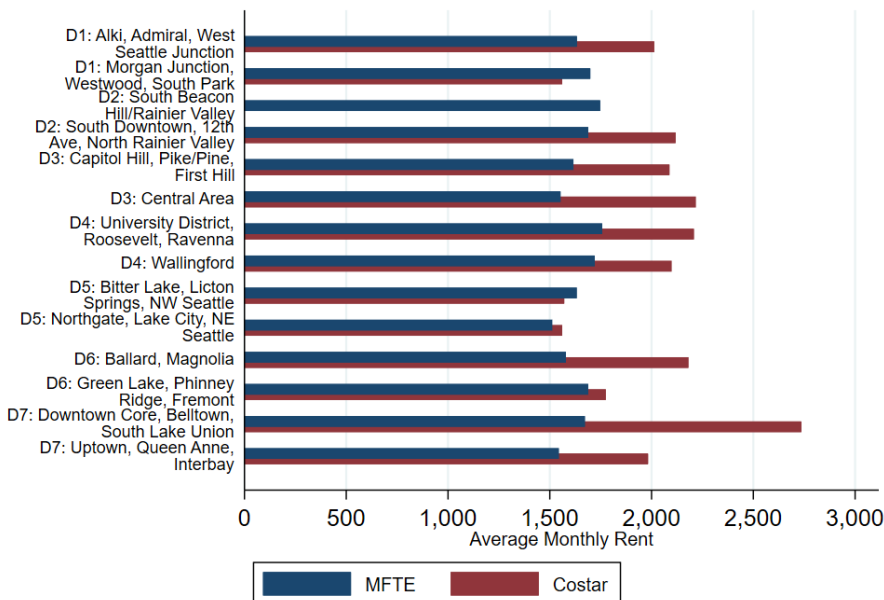
Source: 2023 Annual MILU Certification Query and CoStar, 940 MFTE units

Figure 29. Average Monthly Rent Comparison, 551 to 700 sq ft. 1 bedroom by Neighborhood



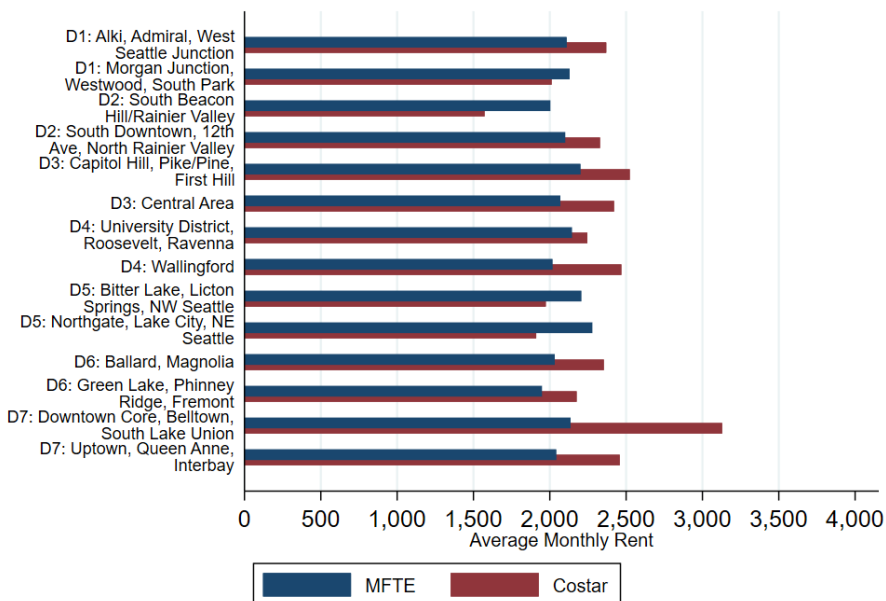
Source: 2023 Annual MILU Certification Query and CoStar, 1520 MFTE units

Figure 30. Average Monthly Rent Comparison, 701 to 850 sq ft. 1 bedroom by Neighborhood



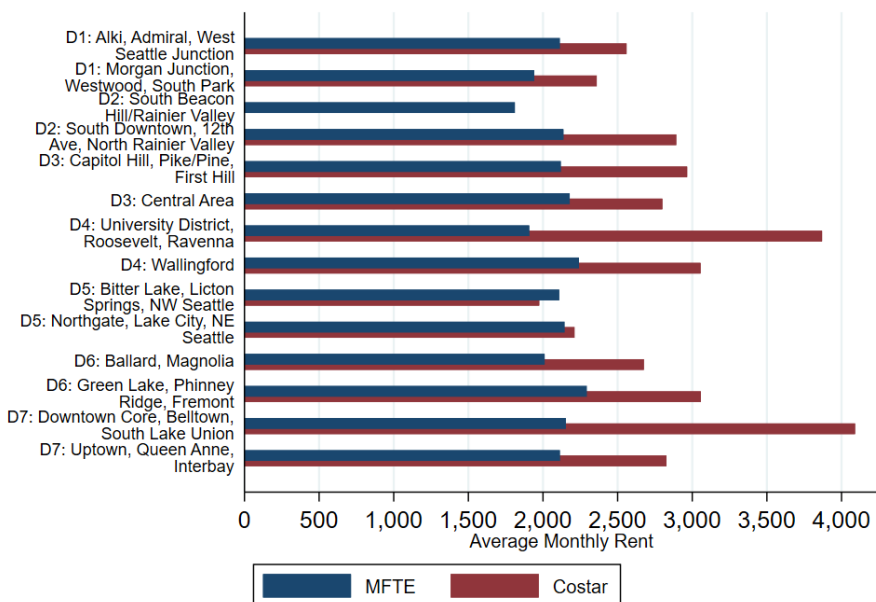
Source: 2023 Annual MILU Certification Query and CoStar, 545 MFTE units

Figure 31. Average Monthly Rent Comparison, 851 to 1000 sq ft. 2 bedroom by Neighborhood



Source: 2023 Annual MILU Certification Query and CoStar, 329 MFTE units

Figure 32. Average Monthly Rent Comparison, Over 1000 sq ft. 2 bedroom by Neighborhood



Source: 2023 Annual MILU Certification Query and CoStar, 228 MFTE units

The findings of the comparison between MFTE units and the broader market provide a couple of key takeaways. First, MFTE rent discounts are not as great as

they were when we restricted the comparison sample to MFTE buildings, because the general market sample includes more lower priced units found in older buildings with fewer amenities. As a result, new income-restricted MFTE units may only represent a modest discount to the general rental market. Second, there is significant variation in the rent spread based on location. In lower cost locations, average MFTE rents may actually be greater than average market-rate rents. This can create a challenge to lease up MFTE units in certain locations. On the other hand, there can be dramatic differences in rents in high cost locations such as the Downtown Core, Belltown, and South Lake Union submarkets. Finally, the discounts provided by MFTE are more significant for larger units. In sum, whether the MFTE program provides significant affordability depends on the type of unit and its location.

Finally, we consider housing cost burden as a measure of affordability. Due to data limitations, housing cost burden estimates should be interpreted with caution. There are many MFTE households for which we lack occupant income data. For example, about 10 percent of the sample report \$0 household income according to data from the 2023 Annual Certification Query submitted to the Office of Housing. To estimate housing cost burden, we eliminate a number of households (those with zero income, older households of retirement age, and students) from this analysis in an effort to capture housing cost burdens amongst households likely to be earning wage income. The filtered sample includes 4,761 households that reside in income-restricted MFTE units. Because residents of many MFTE units report very low annual incomes (even after filtering the sample), the average housing cost burden is less meaningful, as outliers produce very high average cost burdens. The median cost burden among MFTE renters is 38.5 percent, meaning the median MFTE household in our sample spends 38.5% of their annual income on housing (rent and utilities). This clearly exceeds HUD's 30 percent threshold to determine whether a household is housing cost burdened. At least in part, residents of MFTE units are cost-burdened because of the income and rent limits that determine eligibility (see Table 2). Households must qualify, based on income, to reside in restricted units, and rents are based on a payment standard which sets maximum rents at ~30% of maximum household income. In other words, as MFTE rent and income thresholds are currently structured, households making the maximum allowable income and paying the maximum allowable rent will, by definition, spend approximately 30% of their income on housing. Therefore, tenants making below the maximum allowable income and being charged maximum allowable rent will, by definition, be cost burdened. And the lower the income (below the threshold) the greater the cost burden. In the sample, 85 percent of households living in MFTE units are housing cost burdened, which is far higher than the national average which is close to 50 percent. Nearly a quarter of the sample (23%) are *severely* cost burdened, which occurs when housing costs exceed half of household income. A City of Seattle Office of Planning & Community Development report using 2015-2019 data found 40% of

renter households in Seattle were cost burdened and 19% were severely cost burdened.³⁸ What is clear is that reduced rents offered by MFTE do not prevent tenants in income-restricted units from experiencing housing cost burdens.

Vacancy

The final topic to consider when summarizing the benefits of the MFTE program is vacancy. The existence of affordable housing units is a clear benefit of the program, but if those units sit empty, that reduces the value of that benefit. We therefore conclude this section with an analysis of vacancies in MFTE units. One can think about vacancy as a contra-benefit—vacancies reduce the overall benefit of the program.

No topic received as much attention in our interviews as the topic of vacancy. It was also the topic in which we found the most contradictions. There was inconsistent evidence about the level of vacancies and what was causing them. Staff from the Office of Housing expressed concerns about the high level of vacancies, which would reduce the overall public benefit of the MFTE program. OH staff cited a number of different potential explanations for high vacancies including: limited desire to lease MFTE units, concerns about potential non-payment from tenants of income-restricted units, market dynamics in lower cost neighborhoods that make MFTE units less attractive, the lack of affirmative marketing for MFTE units, and landlords that prioritize market rent units when demand is lower.

Developers had a much different perspective on vacancies in MFTE buildings. A number indicated that they have had little issue with vacancies, “**We generally, over time, have not seen much vacancy in the MFTE homes. And once people move in, in our data, they tend to stay about twice as long as market-rate residents.**” The developers also underscored the fact that they had no incentive to leave units vacant; all developers expressed a desire to fill their MFTE units. Developers did acknowledge that vacancies increased during the pandemic and in the succeeding years. Like in the interviews with OH staff, developers provided a range of different explanations for higher vacancies.

A common explanation was that vacancies tend to be higher in lower cost areas of the city because MFTE rents do not provide a significant discount to market rents, “**As a general rule, the lower your average market rents, the harder it is to lease the MFTE units... in some cases we have to discount our MFTE rents in order to lease those spaces, as compared to putting them in a high-rise in the middle of downtown in the nicest new building, and they lease up in 60 days or less.**” Developers also suggested that because of the additional administrative

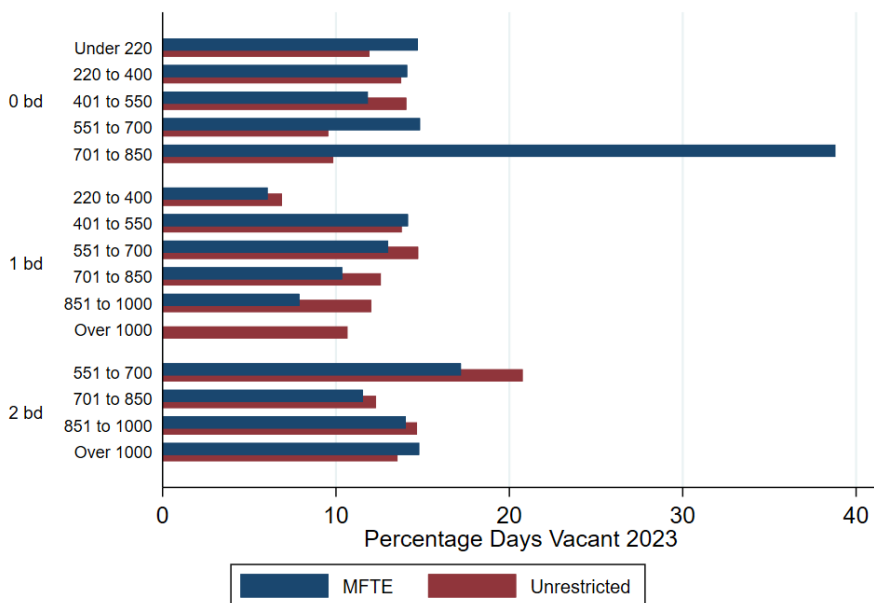
³⁸<https://www.seattle.gov/documents/Departments/OPCD/SeattlePlan/OneSeattlePlanDraftHousingAppendix.pdf>

burden associated with MFTE, potential tenants have little motivation to lease an MFTE unit if there is an equivalent unrestricted unit that they can rent for a similar price, “***There have been times in certain sub-markets where you’ll see, maybe in Columbia City or something, if the MFTE rent is close to the market rent, the resident is going to choose the market rate, especially if they can get a concession on top of that... just because they don’t have to go through the application process.***” In the current soft market, we heard that concessions were a common tool for developers to use to entice new renters to lease vacant units, both restricted and unrestricted. Another developer shared a similar story, “***Your income-restricted units, if they get a little bit too close to market rents, the market will lower itself... if you’re trying to keep the building full with MFTE, at some point the market rent might jump below that... an MFTE resident could say, well, I could go through all this red tape and hassle of doing the income documentation and the 40-page application... or I could just take this market-rate rent... they’ll take the market-rate unit because it’s less hassle.***”

Additional explanations for vacancies according to developers were: a lack of renters at the income threshold in certain neighborhoods, a lack of an effective marketing plan for MFTE units, and a lack of expertise to market and process MFTE applications. To address these concerns, the Office of Housing has published affirmative marketing guidelines to help property owners create marketing plans with wide reach. Finally, some developers noted a challenging relationship with city regulations. Because of the difficulty to evict problematic tenants, some suggested that could serve as a deterrent to renting to lower-income tenants. Finally, one additional reason for vacancy is that developers might be reluctant to the lower the price on MFTE units. Instead, developers try to use concessions to get the units filled. Developers cited the difficulty in raising rents due to city regulations as a reason for their reluctance to meaningfully reduce rents to get them filled, “***We would generally use concessions rather than cutting rents... part of that is also because of Seattle’s rent increase notification requirements, if you increase more than 10%, you have to offer relocation, those sorts of things. So we’d rather use a temporary concession if we needed to.***” A different operator made the same argument, “***In Seattle you’ve now got the 9.9% rule where you want to try to keep your rents high so you don’t have to increase your rent by more than 10% ever, because now you have this big penalty if you do... once you get your rent below the maximum amount, it’s hard to increase them back up again.***”

We began the quantitative analysis by calculating the total number of vacant days for units in MFTE buildings.³⁹ This provides a strong comparison because all of the units are in buildings of comparable quality and location. In general, the level of vacancies are fairly consistent. As shown in Figure 33, in studio apartments, restricted vacancies tend to be a bit higher than those that are unrestricted. The 701 to 850 square foot category for 0 bedroom units has a very small sample size with very high vacancies, which resulted in a meaningfully high vacancy figure.

Figure 33. Percent Days Vacant in MFTE Properties By Unit Type

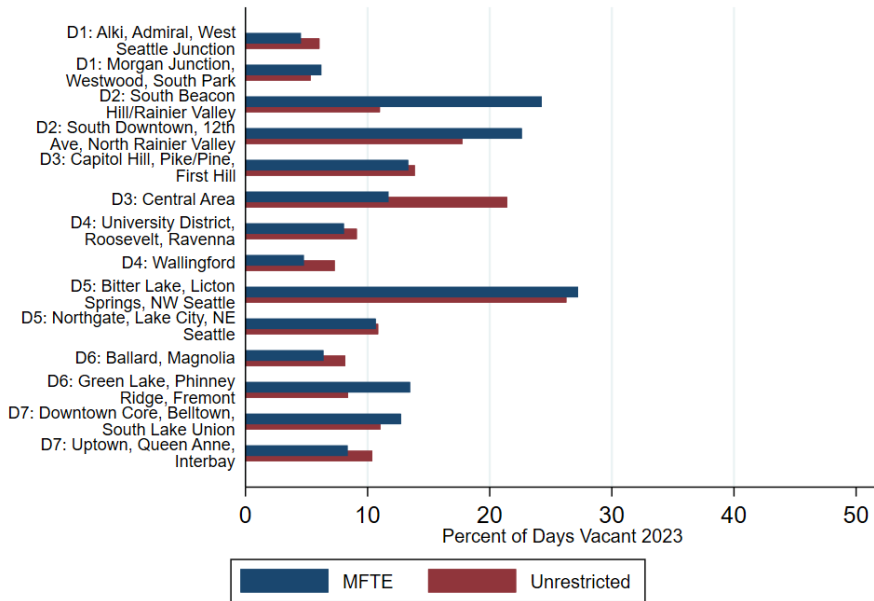


Source: 2023 Annual MILU Certification Query, only categories with 50+ units citywide

We continue the analysis by considering how vacancy varies by location and by unit type. In Figure 34, the vacancies for studio apartments in MFTE buildings are broken down by the 14 neighborhood districts in Seattle. The major takeaway from this analysis is that there are locations where MFTE vacancies are much higher than what we observe in unrestricted units, particularly in lower cost locations like Rainier Valley and South Park. Elsewhere, the levels are fairly consistent.

³⁹ Vacancy rates come from the 2023 Annual Certification unit-level data. Average vacancy rates at the building level were calculated by (1) removing all duplicate unit-rows, (2) grouping observations by property, and (3) estimating average vacancy rates for MFTE income-restricted units and unrestricted units in each building.

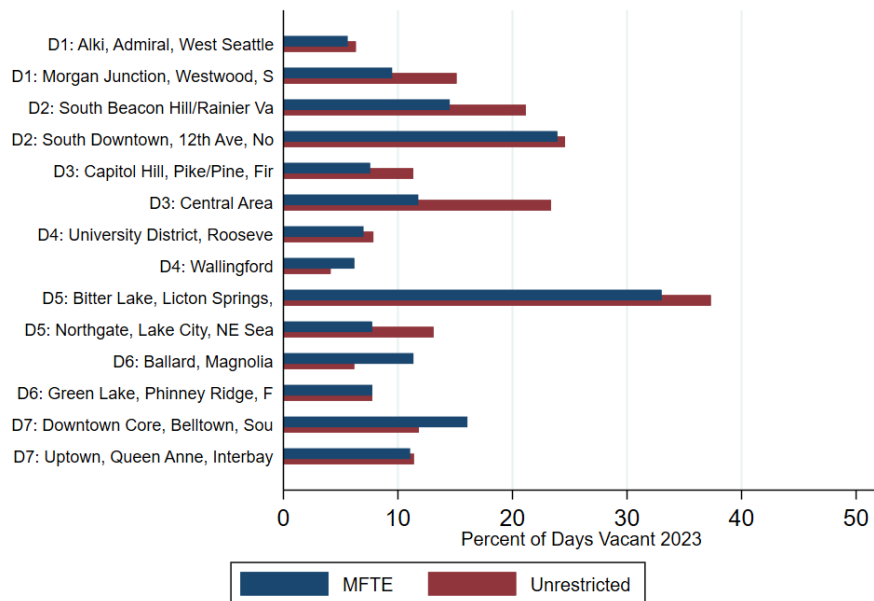
Figure 34. Percent Days Vacant in MFTE Properties, 0 Bedroom



Source: 2023 Annual MILU Certification Query

For one bedroom units in MFTE buildings, there is little difference in vacancy rates and there is no discernable pattern by geography. Unlike for studios, there are higher cost locations (Ballard and Downtown) where MFTE units have higher vacancies than the unrestricted units.

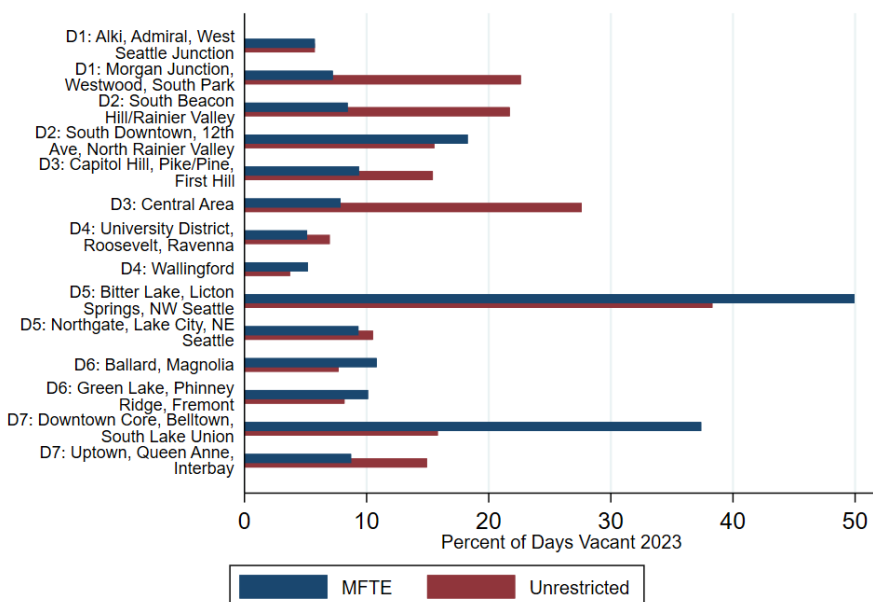
Figure 35. Percent Days Vacant in MFTE Properties, 1 Bedroom



Source: 2023 Annual MILU Certification Query

The data for two bedrooms is a bit more random because there are so few two bedroom projects that have been built pursuant to MFTE. As a result, the findings of the vacancy analysis have more variation and less importance. As Figure 36 highlights, there are certain locations in the city, such as Bitter Lake, Licton Springs, and NW Seattle, with very high levels of vacancy, for both MFTE and unrestricted units alike.

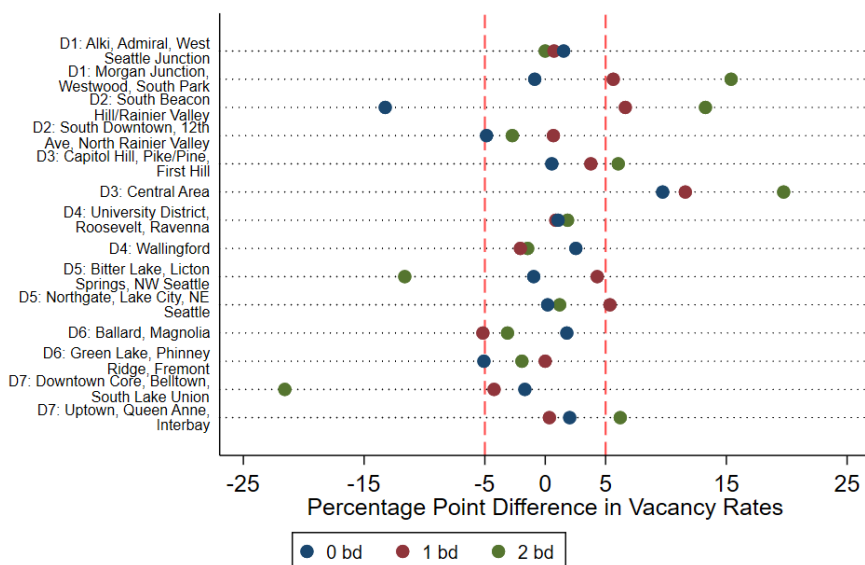
Figure 36. Percent Days Vacant in MFTE Properties, 2 Bedroom



Source: 2023 Annual MILU Certification Query

Figure 37 provides a summary of the difference in vacancy rates by location and by unit type. The results suggest that the vast majority of MFTE units have vacancy rates within 10 percentage points of their unrestricted peers. There are outliers in both directions, but generally the results cluster between -5 percentage points (where MFTE vacancies are higher) and +5 (where MFTE vacancies are lower). Despite this overall finding, there are still instances of buildings with very high vacancy rates—both for restricted and unrestricted units. Across all MFTE properties active in 2023, the average vacancy rate for MFTE income-restricted units was 11.1%, and the average vacancy rate for unrestricted units was 11.9%. In 2023, 31 properties (about 11% of all MFTE-participating properties) reported an average vacancy rate of 20% or more for their income-restricted units; the average vacancy rate among this subset of buildings was 42%. The unrestricted units in these buildings had average vacancy rates of 33%. Three properties reported near 100% vacancy in 2023, for both income-restricted and unrestricted units. Addressing abnormally high vacancies in specific buildings is an area for focus for both developers and the city as persistently high vacancies reduce the benefit of the program.

Figure 37. Percentage Point Difference in Vacancy Rates By Unit Type



Source: 2023 Annual MILU Certification Query, (Unrestricted percentage - MFTE percentage)
negative = higher MFTE vacancy; positive = higher unrestricted vacancy
77% of units are in properties with <5% difference between MFTE and market-rate vacancy

The vacancy analysis suggests that there are vacancies in MFTE units, but it does not appear to be disproportionate relative to unrestricted units in the same buildings. There are certain locations with much higher levels of vacancy (i.e. Bitter Lake) which may be due to timing of completion (new buildings may have higher vacancies) or something specific to local market dynamics. But these higher levels exist for both MFTE and unrestricted units. Generally, the smaller units tend to have higher vacancy rates which is likely due to the fact that the market has produced far more studio and one bedroom units over the last five years which has dramatically increased the supply of these smaller units. According to one developer, ***“The program is almost entirely used by studio and small apartment builders where the gap between market and affordable is smallest, right, like the rent loss is smallest for the same tax benefit. And that particular product class had a huge boom and is now totally overbuilt... market rate is now 50-60% AMI threshold rent which is causing huge problems for the affordable housing community... they have a vacancy problem, because they can’t compete with private sector in this particular segment.”*** The same has not occurred for two bedroom and larger units and vacancies overall tend to be lower in these larger units. In sum, vacancy is certainly a concern, especially in locations with limited housing supply, but there does not appear to be systematic vacancies in MFTE units in the 2023 data that we analyzed.

During interviews with Office of Housing staff, they highlighted proposals to address high rates of vacancy in MFTE units. ***“If you have a unit that remains vacant for 30 days, [MFTE participants should have to] lower the rent. If it***

remains vacant another 30 days, you lower the rents some more, and you lower that until it gets leased. Because either the rent is too high or there's something in the market... I really think that we, as a program, should just say 'Hey, guess what, you have a vacant unit after 30 days? Tell us. After 30 more days, you start lowering that 5% or whatever, right? Until that gets leased. Because you are receiving a tax exemption, and you need to start providing that public benefit for it.' The challenge around vacancy provides multiple examples of the tensions that exist between the city and its desire to maximize public benefit and developers who see such efforts as limiting the benefit of the program.

Costs of the MFTE Program

Property taxes are a significant source of revenue for the City of Seattle. In 2001, Washington voters approved Initiative 747 which called for a one percent cap on regular property tax increases from year to year. After a court battle, the cap was signed into law in 2007. Because of the one percent rule, the amount of money that the City can raise from property taxes can only increase by one percent per annum. So a jurisdiction will set the amount of tax receipts it intends to collect and divides that value by the total tax base (the sum of all assessed property values) to determine the tax levy rate. In a very simple example, if the tax base grows at a rate faster than one percent, the levy rate will fall in order to prevent total receipts from growing by more than the one percent growth cap. The one percent rule excludes sources of tax revenue including new construction. Therefore the property taxes associated with the new developments can still be collected even if it results in total tax receipts that exceed the one percent cap. The structure of tax receipts is important context when analyzing the two cost elements of the MFTE program: foregone taxes and shifted taxes. We rely on data from the city and the county to calculate foregone and shifted taxes and we follow the approach developed by The City of Seattle Office of Housing, City Budget Office, and the King County Assessor's Office to generate these estimates.

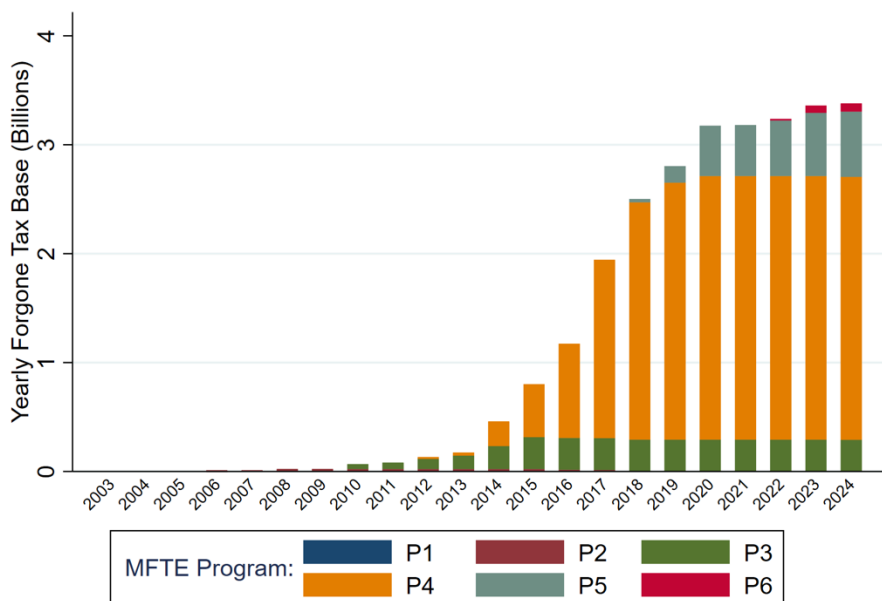
Foregone Taxes

Foregone taxes result in a loss of tax collections for the City of Seattle (and King County). Were it not for MFTE, new construction would be assessed upon completion at full value and the taxes associated with this new construction would be collected (new construction is not subject to the one percent property tax growth threshold). Foregone taxes occur due to the way in which MFTE properties are assessed. Because MFTE properties are assessed prior to the completion of a project, in some cases, only a portion of the project's total value is captured in the official assessed value. Due to state law, the project is not re-assessed (for these purposes) until expiry of the MFTE exemption period—twelve years or twenty-four

year. As a result, there is additional assessed value that is not reflected on the assessors' books for MFTE projects. The end result is that the tax levy rate is applied to a smaller tax base (assessed value) which results in taxes that are *foregone*.

Figure 38 below depicts the amount of tax base that is deferred or foregone in each year. That deferred tax base will be captured at the conclusion of the MFTE exemption period. As described above, the City of Seattle MFTE program has had six different iterations, beginning with P1 (program one) which was established in 1998 to P6 which is currently in operation. Since 2020, the total amount of deferred tax base associated with the MFTE program is just over \$3 billion per annum. Much of that deferral is due to P4 which produced the most units of any of the MFTE programs. The level of deferred tax base is a function of development volume and construction costs, so a reduction in new project deliveries (which is expected in the next couple of years due to challenging market environments) will result in lower levels of deferred tax base.

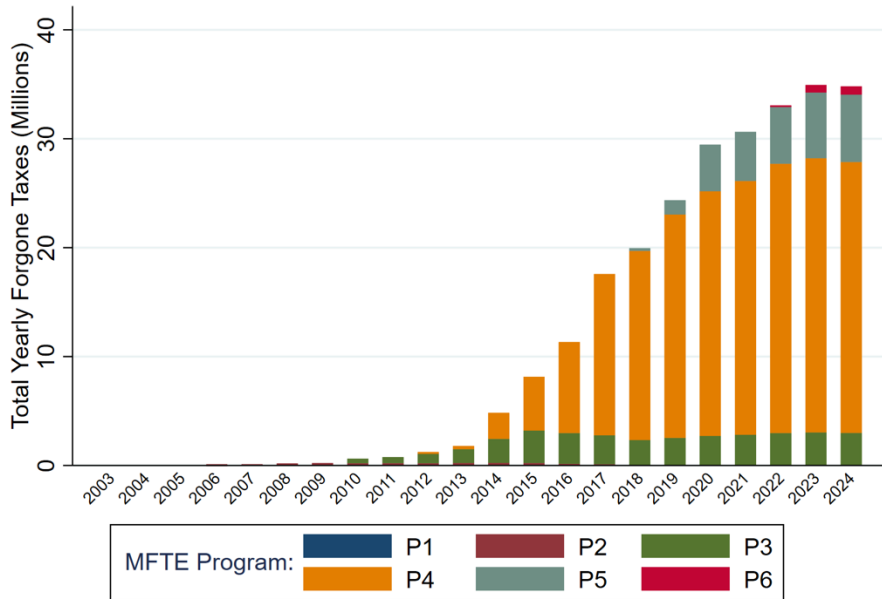
Figure 38. Yearly Foregone Tax Base by MFTE Program



Source: King County Assessor, 2024 incomplete, assumed no assessed value growth

Given the reduced tax base—due to deferred new construction values associated with exempted MFTE projects—tax receipts fall. These collections are lower due to the deferred tax base presented above. Figure 39 highlights the total annual foregone taxes. The cost is roughly \$30 million per annum and, again, P4 projects represent a disproportionate percentage of that foregone tax revenue. Property tax collections from projects located in the City of Seattle are split between the city and King County. The city receives roughly a quarter of the total collections.

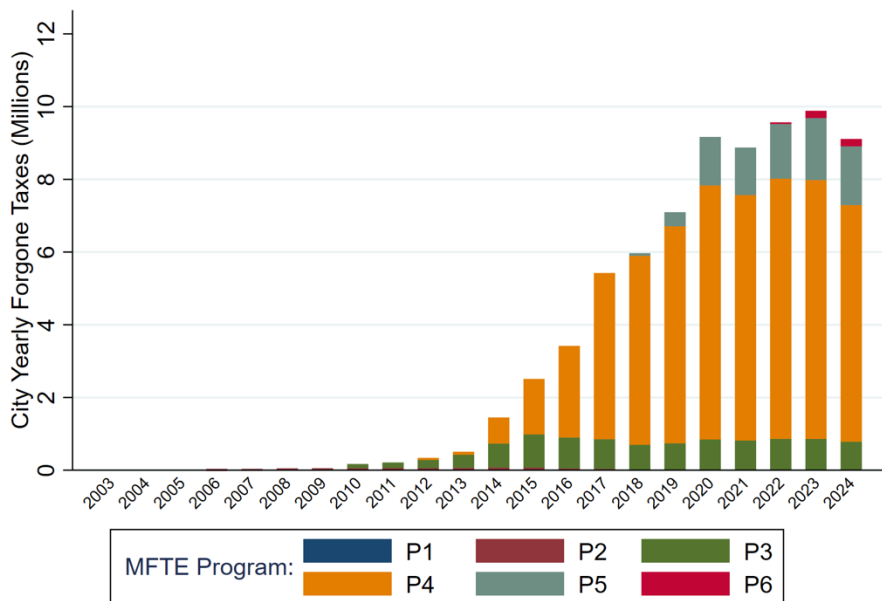
Figure 39. Yearly Total Foregone Tax Collections by Program



Source: King County Assessor, 2024 incomplete, assumed no assessed value growth

Figure 40 further breaks down this amount and shows the allocation of foregone taxes attributed to the City of Seattle. In 2024, that amount is roughly \$9 million. The remainder of the foregone taxes would have been collected by other entities, such as King County.

Figure 40. Yearly Foregone Tax Collections by Program for City of Seattle



Source: King County Assessor, 2024 incomplete, assumed no assessed value growth

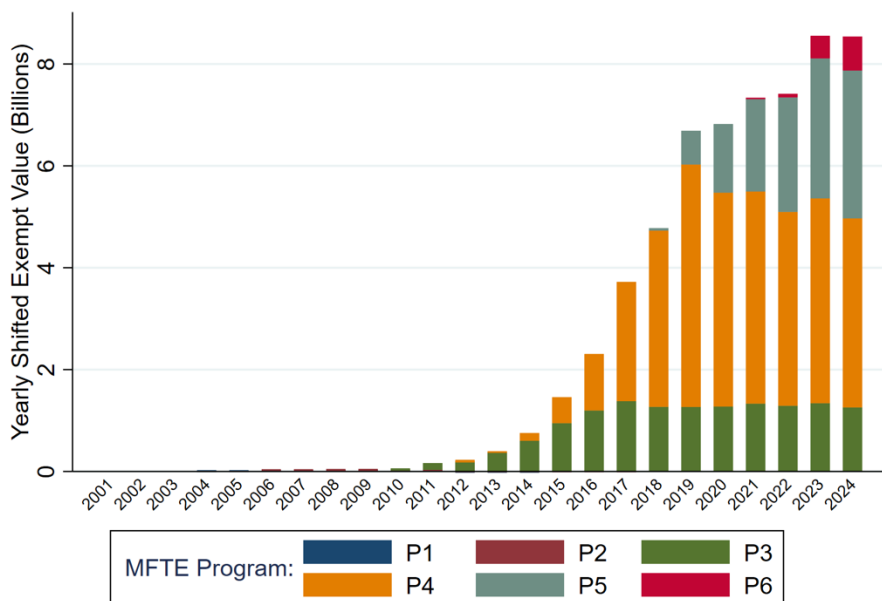
It is important to underscore that foregone taxes are not necessary or inevitable. Changes to the law that dictate how MFTE properties are assessed could reduce—or eliminate—foregone taxes. Aligning the assessment procedures for MFTE properties with the ways in which non-MFTE properties are assessed would eliminate all foregone taxes and limit the costs of the MFTE program for jurisdictions like the City of Seattle.

Shifted Taxes

The second tax impact—or cost—of the MFTE program is the tax obligation that is shifted from MFTE property owners to non-MFTE property owners within a given jurisdiction. This impact is at the heart of the MFTE program. The purpose of the program is to provide developers of housing an exemption from property taxes in exchange for constructing housing. Importantly, this exemption does not reduce the tax collections of the city, rather it shifts that tax obligation to the rest of the taxpayers in that jurisdiction. Fundamental to the concept of a shift in taxes is the idea that when total levy collections remain constant, the tax exemption for some property owners results in an increase tax burden for non-exempt property owners. Therefore, the more properties that the city exempts, the greater the tax obligation that is shifted to non-exempt properties. It is our perception that many people do not understand that this is the primary tax impact of the MFTE program. From a purely financial standpoint, the City of Seattle experiences no budget impact from the taxes that are shifted pursuant to MFTE, but there are concerns about the allocation of taxes across taxpayers within the city.

We begin the analysis of shifted taxes by highlighting the amount of tax base that is associated with the MFTE program. It is important to note that the tax base—or assessed value—used in the analysis of shifted taxes is different than what is used to calculate foregone taxes. These should be viewed as separate and distinct analyses. Figure 41 estimates the total amount of tax base (assessed value) that is associated with the MFTE program. The amount has grown dramatically over the past decade and it surpassed \$8 billion in 2023. Like we observed in the foregone tax analysis, P4 has had a disproportionate effect on shifted tax base associated with MFTE projects.

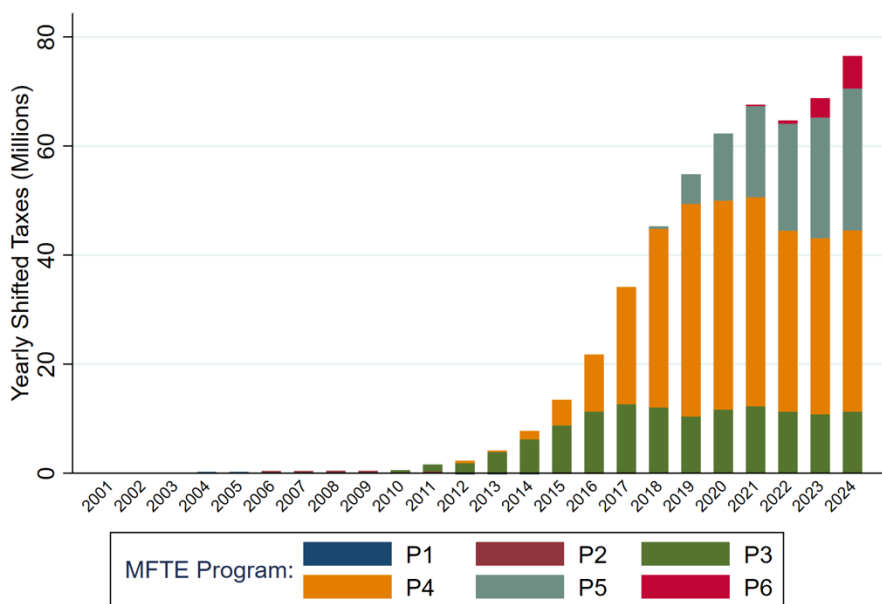
Figure 41. Yearly Shifted Tax Base by Program



Source: King County Assessor

In Figure 42, we convert the exempt tax base to the amount of taxes that were shifted from MFTE projects to non-exempt property owners. By 2024, the annual amount approached \$80 million. While this is a “cost” of the program, it is really a cost to property owners who do not participate in the MFTE program.

Figure 42. Yearly Shifted Taxes By Program

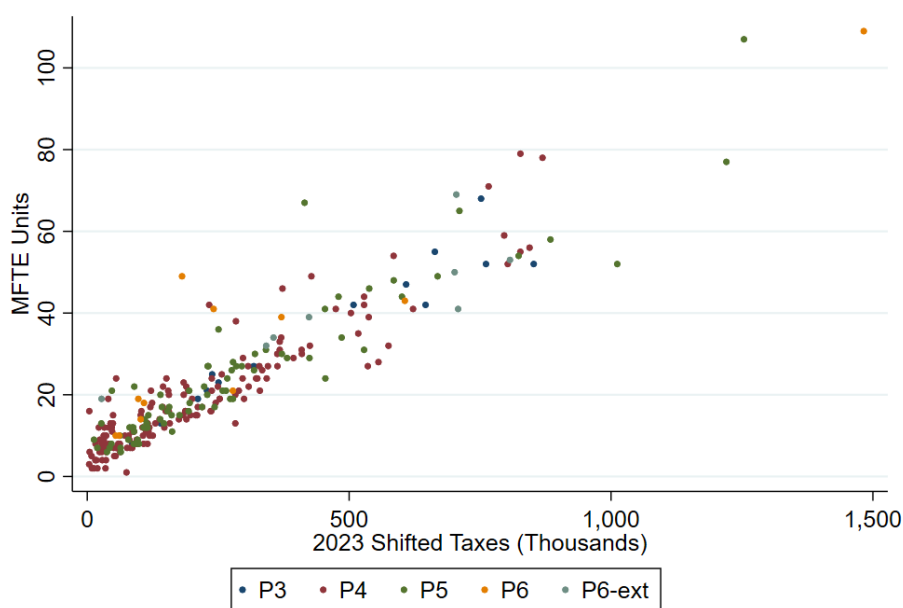


Source: King County Assessor, counter factual levy rates are drawn from the CBO shifted tax model

Comparison of Costs and Benefits

We now attempt to compare costs and benefits of the program for the City of Seattle. It is important to note that many of the benefits of the program, such as the housing production impact of the program and taxes associated with new housing construction, are difficult to quantify so this is a fairly simplistic, and incomplete, analysis. We calculate a program cost-benefit by comparing shifted tax costs to the rent benefits. The calculations are completed at the building level and then summed. Figure 43 below plots all MFTE properties, by the amount of tax exemption they received in 2023 (shifted taxes) and the number of MFTE units, broken up by program. As expected, properties that received larger tax exemptions (as larger properties) provided more MFTE units in their buildings. The relatively linear relationship suggests that there are not outliers of buildings that received disproportionate benefits relative to the MFTE units that they constructed.

Figure 43. Comparison of Shifted Taxes to MFTE Units by Building



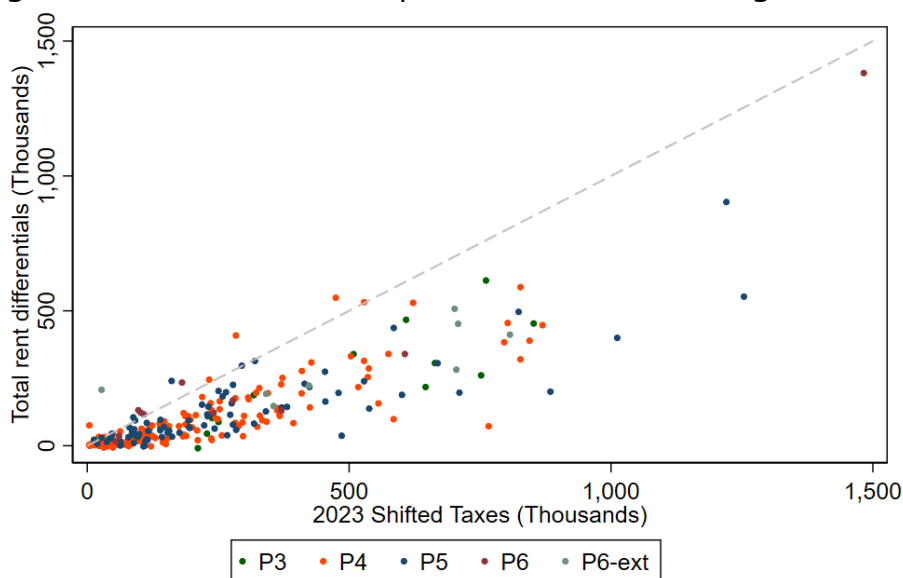
Source: Annual MILU Certification Query

Next, we examine the amount of public benefit—in the form of rent discount—that each property provides. For each MFTE unit, we find the average rent for comparable market-rate units in the same building, with the same number of bedrooms, bedroom type (open or standard), and square footage (within 50 square feet). We then take the difference between MFTE and market-rate rent and multiply by 12 for a yearly rent benefit of MFTE. Figures are presented here without incorporating vacancy rates, as they do not substantively change the analysis (especially given the lack of vacancy rate differences between MFTE and market-rate units as discussed earlier).

Figure 44 plots all properties based on their total shifted tax (costs) and total rent discount (benefits). In this figure, properties closer to (or above) the 45 degree line can be interpreted as providing more public benefits relative to the tax benefit that they received. Generally, as property value (and therefore MFTE costs) rise, the amount of rent benefits also increases. The properties cluster below the 45 degree line because developers will only apply for MFTE if it provides an economic benefit. Observations above the 45 degree line would indicate that property owner is giving up more in rent than they receive in tax benefits. This circumstance will be rare. It is also important to note that there are other costs borne by the developers that are not reflected in this simplistic analysis.

There are other key takeaways from this figure. First, there is substantial variation in the cost-benefit relationship between properties. For example, properties receiving an exemption from property taxes of about \$500,000 provide rent benefits ranging from around \$40,000 to \$550,000. These properties provide a radically different “public benefit” for the same level of tax exemption. Second, there is a relationship between program rules and the cost-benefit relationship. The stronger affordability requirements of P6 have a direct bearing on this relationship. We observe P6 properties much closer to the 45 degree line (breakeven) than the properties developed under P4 and P5. This is consistent with the feedback from developers that the rules of P6 have made the MFTE program less accretive, or favorable, for developers.

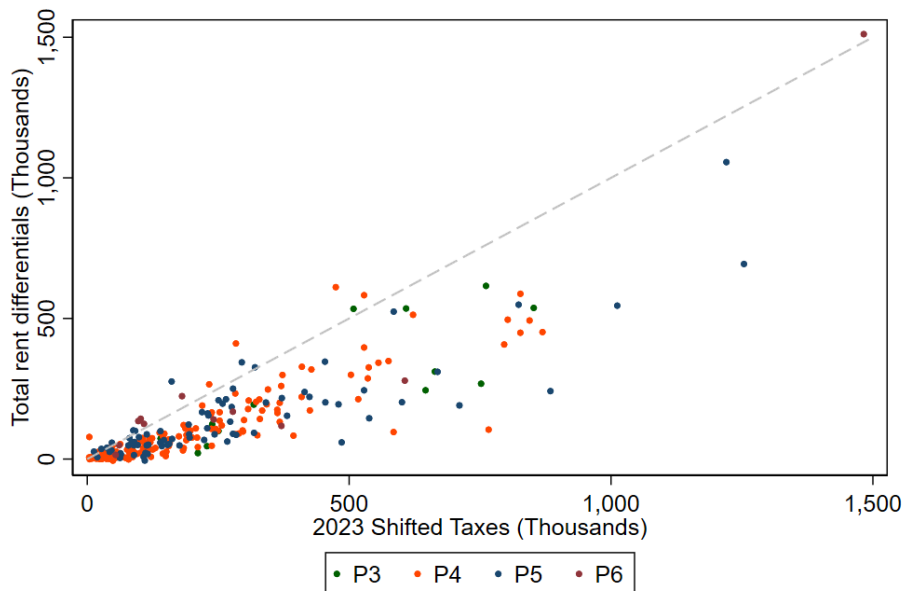
Figure 44. Cost-Benefit Comparison – Strict Matching



Source: Annual MILU Certification Query.
Each MFTE unit is matched to comparable units based on unit type (dwelling/SEDU/sleeping room), # of bedrooms, bedroom type (open/standard), and within 50 sq ft

Figure 45 depicts the results with a more relaxed matching criteria in which MFTE units are matched to unrestricted units based solely on the number of bedrooms. The result of this analysis is there is greater public benefit in the form of larger rent differentials. We believe that the stricter approach (presented in Figure 45) is a better estimate, but we share the more lax match for completeness.

Figure 45. Cost-Benefit Comparison – Lax Matching



Source: 2023 Annual MILU Certification Query.
Each MFTE unit is matched to comparable units based solely on # of bedrooms

Finally, we outline the cost benefit by program iteration for 2023. In Table 3, we calculate the benefit using both the stricter and more lax matching techniques described in Figures 45 and 46 above. As Table 3 below highlights, the calculated benefit is greater when using the less strict approach to matching, but we believe that the stricter method is a better estimate.

A key takeaway from this analysis is how the cost-benefit relationship has changed over time. Outlined below is the more significant public benefits produced in P6. The stricter rent requirements produced greater public benefit for each dollar of tax exemption than did prior program iterations. The stricter comparability standards also contributed to the greater benefit achieved in P6. From the perspective of the City of Seattle, the program changes implemented in P6 “worked” if the measure of success is greater public benefit for each dollar of exemption. A potential consequence of such changes could be less MFTE uptake by developers.

Table 3. 2023 Cost-Benefit by Program

MFTE Program Iteration	Total Units	MFTE Units	2023 Exemption Amount	Strict Match		Lax Match	
				Total Rent Benefits (matched on bedrooms, type, sq. ft)	Benefit / Cost	Total Rent Benefits (matched on bedrooms only)	Benefit / Cost
3	2,478	494	6,266,030	3,154,140	50.3%	3,635,894	58.0%
4	14,101	3,000	32,348,240	14,869,814	46.0%	17,293,099	53.5%
5	9,218	1,882	21,435,230	10,037,562	46.8%	11,665,819	54.4%
6	1,558	373	3,583,568	2,797,565	78.1%	2,908,622	81.2%
P6 Ext.	1,685	337	4,069,542	2,422,687	59.5%	2,656,263	65.3%
Total	29,040	6,086	67,702,609	33,281,768	49.2%	38,159,697	56.4%

Qualitative Findings

The qualitative interviews provided valuable feedback on a range of issues related to the MFTE program. Key themes that emerged from the analysis are presented below.

Developers' Decision to Apply for MFTE is Solely Economic

Repeatedly throughout the interviews, developers noted that the decision to participate in MFTE was solely an economic decision. One developer described the decision-making process, "***The decision to use [MFTE] is a fairly straightforward economic analysis, we're just looking at the lost rent relative to the tax abatement.***" Another noted, "***It's basically just a math equation.***" Developers were also clear about the relationship between the developer of a project and the investors that provide the capital. A developer can't simply decide to make less money on a project because if the return of the project doesn't work for their capital source, the deal won't be financed, "***It's not like we can go tell investors and lenders, 'Hey, you should accept a lower yield on this so we can participate in this program.' They just think well, no, that's not what we're in the business of doing. So it's not really about just giving up a little bit in profit.***"

MFTE Has Been a Catalyst for Housing Production

Developers we interviewed stated that the MFTE program has clearly been a catalyst for some projects. The benefits associated with MFTE (property tax relief) helped some projects get across the finish line. Especially given the current

challenging market environment, MFTE provides an opportunity to get deals done. As one developer put it, ***“MFTE is like, the last breath of oxygen that is really, that makes it possible to do projects, or less impossible. Right now there are so many market fundamentals that are just flipped upside-down that there’s almost no new market rate multifamily housing development getting built. And that’s going to be a real problem in a few years.”*** In addition, MFTE is clearly a critical tool to get affordable or workforce housing built, ***“All of our folks that are developing workforce housing are pretty much depending upon MFTE to make their pro formas work at this point... they sort of ran out of gas with current construction costs and land costs and rent structures a long time ago, and basically optimizing the program for MFTE is the only thing they have left to hold onto viability.”***

Program Changes Impact Desire to Use MFTE

Throughout our interviews, developers noted that programmatic changes have made the MFTE program less attractive. As the program mandates greater affordability and greater administrative burden, the benefits of the program (the tax abatement) are no longer clearly greater than its associated costs. As one developer explained, ***“Program 6 is getting really really close to the not accretive side of the equation.”*** Developers expressed concerns that stricter AMI limits and/or increases in programmatic costs could result in lower program participation.

Some interviewees focused on rent side of the equation, ***“60% AMI is really where things end for me. I can’t make projects pencil.”*** And another noted, ***“[OH] is going to have to revisit AMI levels, as painful as that may be for them to consider that, the problem is there because we’re gonna have a dearth of production. For the next 2-3 years, MFTE is gonna be rolling off quicker than they can possibly refill it. So if you care about the portfolio size of MFTE and expanding that, you need to turn the knobs to make P7 a little bit more accretive, maybe even more than P5. Start encouraging people to get into the program.”*** In sum, one developer summed up what we heard from many developers that the current program is not providing much benefit, but it could if program rules were relaxed to what existed in prior iterations, ***“I don’t know if [MFTE] is a material benefit in Seattle because they’ve cut it pretty close to the bone. But it could have a stimulating effect, and into getting projects underway that have been languishing for a while. That’s certainly possible.”***

Developers Perceived Increased Administrative Burdens Associated with MFTE

Developers across the board reported a perception that MFTE-related administrative burdens had increased in recent years. Administrative burdens

manifested in two program requirements: tenant income verification and unit comparability. Developers suggested that greater administrative burdens—especially when combined with stricter AMI thresholds and generally unfavorable market conditions—diminished the attractiveness of MFTE.

First, tenant income verification refers to the process by which potential or actual tenants are screened and deemed eligible for income-restricted MFTE units. OH staff reported that income verification is an important component of the program, crucial for ensuring that “***the folks that are applying for these units are indeed the folks that we’re targeting... folks that do need affordable housing.***” OH staff described instances of non-compliance as the motivation for strict income verification. For instance, one OH staff member described an MFTE applicant who was discovered to have “***a million dollars worth of assets.***” Developers too recalled instances of MFTE residents “***gaming the system***” by “***trying to run Airbnbs through multiple MFTE units.***” OH staff stated that some property managers have been “***negligent***” in terms of income verification and “***just moving in anyone who can pay rent***” regardless of actual income. As a result, OH staff perceived that “***the tenants who are in some of these buildings, a lot of them should never have been moved in, and a lot of that is due to a lack of client standards that owners were not willing to invest in.***”

Developers, however, felt that the level of income documentation required for potential MFTE units was onerous, both for residents and property managers. For instance, one developer expressed that “***The information [tenants] have to provide from every single source of income they might have is ridiculous... it scares some people away. They just say forget it, you know? It’s not worth it to me. It’s a lot of time for our leasing staff.***” Developers described tenant verification as a “***very paperwork-heavy and documentation-heavy process, closer to what you do when you apply for a loan at the bank.***” Several developers called out reporting Venmo transactions as an example of unnecessary burden.

Developers suggested that income verification requirements was a disincentive for tenants to apply to MFTE units, potentially contributing to higher MFTE vacancy rates and longer lease-up periods. As one developer explained, “***When [MFTE units] do go vacant, they’re vacant for longer, because it takes so much longer to qualify someone.***” Developers we spoke with also reasoned that potential tenants are likely to opt for non-MFTE units and avoid income certification paperwork in areas of the city where MFTE and market-rate rents are close together.

Developers also highlighted the “***economic loss***” associated with the current income verification process. Developers reported hiring third-party verification

companies or additional staff to process MFTE applications, which comes with increased administrative costs. Some developers suggested that heightened administrative costs and longer lease-up periods associated with income documentation were “**starting to factor into our underwriting,**” and that “**lenders are starting to catch on as well because they see it in the numbers.**”

To mitigate these challenges, developers suggested that the Office of Housing rely on income tax filings as means of verifying tenant income. Developers highlighted that the risk to the city is that more relaxed income-verification criteria would, at worst, result in an income-restricted MFTE unit being rented “**to somebody who is slightly less poor.**”

Both developers and city staff highlighted potential changes to address these challenges. Developers proposed an MFTE prequalification program so that qualified tenants could apply to several MFTE units without needing to resubmit income verification paperwork multiple times. City staff members suggested that managers of MFTE-buildings be required to complete trainings on income verification, similar to those required by city-funded nonprofit housing providers.

Second, developers frequently highlighted the increased burden associated with the unit comparability processes. Unit comparability refers to the requirement that income-restricted units be comparable (in terms of square footage, unit type, and amenities) to the unrestricted units in an MFTE building. OH staff stated that unit comparability requirements were important to ensure that income-restricted units are not disproportionately smaller, or that “**all the MFTE units [aren’t] back by the alley with the garbage.**” OH staff also stressed the importance of unit comparability for health, safety, and quality of life reasons—for instance, that residents in income-restricted units are not denied air conditioning. Finally, OH staff expressed a commitment to unit comparability to facilitate an accurate estimation of public costs and benefits. However, staff also stated that developers often resist unit comparability rules, and that a few “**bad apples**”—that is, developers who do not adhere to compliance requirements or “**push the envelope on comparability criteria**”—place additional burdens on OH staff managing MFTE compliance.

Across the board, developers expressed frustration around comparability rules, which they perceived to be overly restrictive and/or inconsistently applied by OH. As one developer put it, “**we have this massive spreadsheet, there’s so many variables. We need 20% of patios, balconies, a guardrail, you know, do you have kitchen islands? Do you have lighted mirrors in every home? Which direction does it face? You need to evenly distribute that, evenly distribute the floor, evenly distribute amongst floor plan, type, square footage... We submitted in January and we’re still arguing with OH...**”

Developers also stated that comparability requirements had become stricter over time, and expressed a desire for greater transparency in comparability requirements. Several developers expressed a sense that there was now “**more subjectivity**” in determining comparability, and that the rules were “**not written anywhere.**”

Developers also stated that comparability requirements had “**imposed a huge amount of burden and risk on developers**”, particularly because OH staff assesses comparability late in the development process. As one developer explained, “**[OH comes] in at the end, after you invested all your money, and they take issue with the unit on this floor vs. that floor... there's just not enough clarity...**” One developer stated that their future decisions around applying for MFTE were “**going to have a lot to do with how [OH] deal with those very strict [comparability] requirements.**”

OH staff also acknowledged that they “**spend a lot of time arguing**” with developers about comparability. However, they also reiterated the need for strict unit comparability. As one staff member explained, “**the only way I know how to even measure public benefit and private benefit is to make sure there's an apples-to-apples measurement.**”

In addition to greater standardization and transparency, developers suggested more lax unit comparison rules. As one developer opined, “**[OH] needs to get much more realistic... it's OK to have an apartment unit facing an alley instead of facing the water and have that be the more affordable unit. Give the developers more latitude in getting these projects off the ground and running affordable units that are not as attractive as the market-rate units, but still provide a home.**”

There are Significant Concerns About the Coming Shortage of Housing

The market conditions of the last couple of years have had a chilling effect on housing production in Seattle. This is not an MFTE-specific issue, rather these are factors that have limited housing production of all types over the last couple of years. The impact of this slowdown has not yet been felt, but will over the next couple of years. There are projects that are currently being completed, but the slowdown will hit in the next two to three years. There is a concern among developers that rents will increase dramatically in a couple of years once the economy stabilizes, hiring continues to accelerate, but there is limited new housing. One developer summed up the challenge:

Today we're in a pickle, because nobody can build anything, because the interest rates are more than twice as much as they were before COVID. Cap rates are higher, which is bad, and we're not making the returns we need initially to get the project started. So the return on

cost is not penciling out because we still have high construction costs from the run-up prior to COVID, continuing inflation, rates haven't come down. So we're not able to get the return. Some products are still even a negative return today... it's gonna be a while before production is gonna start up again, there's gonna be a period where we're not gonna have many new starts, which will put the rental market under pressure.

Uncertainty About the Goals of MFTE

Our interviews with city staff and developers/operators of multifamily highlighted open questions about the purpose and goals of the program. One developer highlighted this challenge, "***[OH] is focused on one thing, which is the production of deeply affordable housing. That was never what MFTE was meant to be, right? The goal of MFTE was for, firstly, a workforce housing program, and as an economic development program to attract capital into the city... So I think the yardstick here should not be like, is it being used begrudgingly and have you made it just not shitty enough so people are using it. The yardstick should be, what is the potential for making this reach its actual goals in the long run.***" Office of Housing staff also noted that there are multiple goals of the program, "***[MFTE's goals] are twofold generally: it's to create affordable housing for Seattle. Right now, it's largely functioning as a way for, especially new projects that are soon to be completed, a way for them to pencil financially, because many of them are underwater. And we understand that. So it's really a development subsidy for them.***"

Given the competing goals and interest, one developer made an argument that the goals of MFTE program should be more clearly articulated:

Every time [MFTE] comes up for renewal, I ask this simple question: What is your goal for this program? What do you want to get out of it? Is it so many units of production? Is it a certain percentage of all new projects being delivered? Is it so many units in a certain window of time? Usually when this tool has been used... [it's] to encourage production in the urban core... as a stimulus tool to get housing to start where it hadn't really taken off... [In Seattle] we're not using it as a stimulus tool. We're using this as an affordability tool... if the city had one goal, that's what I think the elected should really do, because it gives everyone some political cover to adjust goals if it's not working out. MFTE is a series of knobs. The AMI knob, the unit selection knob, the set-aside percentage, and you can adjust those knobs to create the outcome you need. But I think the city would be better served, and the development community, if it set goals and said, 'Okay, this program is

going to be for three years, we want this amount of production.'... have a periodic review of those variables and adjust it in real time.

Another developer highlighted the tension between the limits of the MFTE program and the desire for it to produce greater affordability and public benefit. ***"The private sector is never going to be able to provide [0-30% AMI] housing... it's not an economic activity... So if we take one step back and say, what is the solution to our city's housing issues, I would say, let the private sector handle anything that is 60% AMI with tax incentives that don't require a penny of public funding and get out of the way on zoning, get out of the way on energy code, just figure out how to get permits issued in six months and go build the housing, do to one and two bedrooms what we did to studios over the last 5 years and make them cheap... then all those billions of dollars of OH funding, take all that and put it to work creating 0-30% spaces that we can actually use to address our most vulnerable people."*** The same developer concluded with a proposal to expand MFTE to include a more limited exemption without an affordability requirement, ***"I would bring back the 8-year MFTE, which doesn't require any affordability requirement whatsoever. And just as a pure economic development play: we want more housing, we want more building, we want more B&O taxes, we want more sales tax, we want more jobs, like, just please come build housing in Seattle. That would be an extremely powerful tool to continue to attract investment into Seattle... I would use the 12-year to incentivize family construction, which is harder to do and harder to pencil."***

Interaction Between MFTE and MHA

As described in the introduction of this report, Seattle (unlike other jurisdictions) does not allow "double-counting" of MHA and MFTE income-restricted units. As a result, developers told us that the dual requirements of MHA and MFTE made "performance" on MHA difficult. Performance is when the developer provides units in the building, rather than paying the fee. As one developer explained, ***"[MFTE] discourages doing performance on your MHA units because you can't have that many subsidized units and still have a viable project... in most cases we pay the fee."*** Similarly, another developer stated, ***"[In Seattle there is] no stacking... and your on-site [MHA] requirement is 9%, MFTE is 20%. You have to get 29% of your units as restricted... that's a huge financial difference... And the 71% [unrestricted units] just don't generate enough revenue for me to make the project pencil."***

Relationship Between OH and Developer Community

As alluded to in the preceding sections, a confluence of factors have strained the relationship between OH and the developer community when it comes to MFTE. The program is a public-private partnership that, in theory, provides benefit to both parties. However, respondents on both sides indicated that the relationship has deteriorated over time. Part of this challenge stems from the fact that the MFTE program—as designed in the City of Seattle—seeks to provide affordable rents and fair housing while using for-profit development as a delivery mechanism. The City of Seattle feels a sense of obligation to deliver “public benefit” in exchange for the tax exemption that is being provided. The City takes this responsibility seriously and is evident in their work and program design. Developers, on the other hand, seemed pleased to help deliver affordable housing, but need to do so within the constraints of the return expectations of their financing partners. This context helps to explain the nature of the relationship between the city and developers in this section.

Developers perceived a “**hostility**” and “**lack of trust**” between OH and the developer community, in part related to stricter program requirements such as income verification and unit comparability. For instance, one developer felt that income verification requirements “**assume bad intentions from everybody along the way.**” Another developer stated that annual recertification is “**really punitive**” and communicates “**disdain for private sector housing developers.**” Developers also felt that OH “**look at us as greedy**” and endeavor to make MFTE “**as difficult as possible.**”

Importantly, changing market conditions which have made housing development more difficult across the board have compounded tensions between developers and the city. While MFTE seemed to be mutually beneficial in the pre-COVID era, stricter P6 MFTE requirements (combined with MHA requirements) arrived at a time that “**nothing is penciling**” for developers. As one developer explained, “**If we’ve got to pay MHA and deal with all this other stuff still, and deal with the new construction costs and higher interest rates, the current [MFTE] AMIs don’t work.**” While developers routinely warned that they may soon be unable to continue participating in MFTE, they also expressed a desire to participate in the program if the economics makes sense. As stated above, developers framed MFTE as “**the last breath of oxygen that really makes it possible to do projects, or less impossible.**” Thus, some developer frustration came from a sense that they could neither live “with” nor “without” MFTE in the current market environment. Resultantly, developers expressed their desire that MFTE be made more generous for developers by raising AMI thresholds and relaxing comparability and income requirements. One developer went as far as to suggest that “**there should be no affordability requirement**” for workforce housing and family-size units.

Finally, goal ambiguity in the MFTE program may be partially responsible for some of these tensions. As described in the previous subsection, there is a lack of widespread agreement on the goals and purpose of MFTE. While OH is committed to affordability, fair housing, and comparability between income-restricted and market-rate units, developers were more likely to frame MFTE as an economic development stimulus tool that facilitates the production of housing and neighborhood renewal. Developers repeatedly expressed their sense that MFTE was not an appropriate tool for providing housing for “***the lowest income level.***”

Therefore, getting developers and OH on the same page about the intent and desired outcomes of MFTE may help alleviate some of the tensions we encountered in our interviews. As one developer put it, “***if the city had a goal... it gives everyone some political cover... The city and the development community would be better served if [the city] set goals and said, OK, this program is going to be for three years, we want this amount of production, and if we're not getting that, we need to adjust... especially when you're going through downturns like this.***”

Finally, one developer highlighted their hope for the reauthorization process that is currently underway, “***[MFTE reauthorization] should be a fairly straightforward process. If it were, I think we could all stop arguing about it, and then just sort of set, you know, set the numbers and say 'The goal is that you should get this much economic benefit for the developer and this much economic benefit for the renter.' And just basically publish the math behind it.***”

CONCLUSION AND DISCUSSION

In this closing section, we highlight key takeaways from the study and areas of focus as the city considers reauthorization.

Summary of Benefits and Costs

There are two categories of benefits associated with the MFTE program. First, and most obviously, are the 7,047 income restricted units that have been constructed pursuant to the program. The current stock of income-restricted is over 6,600 units. The program has disproportionately produced smaller (0 and 1 bedroom) units. The analysis of rents highlights that in all submarkets and across all unit types, income restricted MFTE units are lower than the rents of unrestricted units in the same buildings. The rent discount tends to be greater in locations with higher market rents. When compared to the general rental market, average rents in MFTE restricted units in certain lower cost neighborhoods are similar to—or in some cases lower than—average market rents. In higher cost locations, MFTE units still represent a discount to market rents.

A second, and more uncertain, benefit of the MFTE program is the addition of new housing supply to the market. Since inception, 303 developments have been constructed with the support of the MFTE program producing 33,956 total housing units. In a city that faces a housing shortage, this housing production is of significant value. The question, though, is whether that construction should be attributed to the MFTE program, or if that production would have occurred (absent the income restricted units) without MFTE. Assessing this counterfactual state is necessary to determine whether MFTE stimulates housing production. In this study, we are unable to estimate the counterfactual, therefore we do not opine on whether this additional production is a true benefit of the program. In our interviews, developers told us that MFTE did help some projects “pencil” and that housing would not have been built without it. But that is clearly not the case for all projects. In particular, MFTE appeared to stimulate construction of small units, which led to price decreases in this category of housing due to increased supply. Our assessment is that there is a positive, yet indeterminate, supply benefit of the MFTE program.

The costs of the MFTE program are foregone and shifted taxes. Our analysis estimates annual foregone taxes of \$35 million, of which \$9 million was foregone by the City of Seattle. Foregone taxes reduce potential collections of the City. The other cost is taxes that are shifted from exempted taxpayers (owners of MFTE projects) to nonexempt taxpayers (owners of commercial and residential property in the city). In 2024, almost \$80 million of taxes were shifted to nonexempt taxpayers.

The comparison of costs and benefits must be assessed by the City of Seattle. Are the additional units of income restricted housing (and greater production of housing) sufficient to justify the costs of the program? In a simple analysis comparing benefits of the program (rent discounts) to its costs (shifted taxes), we found that the changing affordability requirements of the program have increased the ratio of benefits to costs (see Table 3).

Goal Clarity

Is the purpose of the MFTE program to create affordable units or to stimulate housing production? These goals need not be mutually exclusive, but being clear about the stated goal is an important first step. All stakeholders can then work together to ensure that the program is designed to achieve the stated goals. Fundamental to this exercise is for the city to consider whether the only public benefit of the program is income-restricted units, or whether greater housing production, generally, also can be considered a public benefit of the program. The answer to that question will help to clarify the goals of MFTE and determine how the program should be structured.

The analysis of the cost-benefit of the MFTE program highlights how program rules can affect the attractiveness of the program for developers. P6 provided—by far—the best cost benefit relationship for the city, but it also led to significant pushback from the developer community. Finding the appropriate balance between encouraging development and delivering public benefit—in the form of affordable rents—is a significant challenge for the city.

A byproduct of greater goal clarity would be an improvement in the relationship between the city and developers. Clear goals with consistent administration would be valued by the developer community, and developers would know the areas of focus that are most important to the city. This won't eliminate the tension in the program, but it might lead to a more productive working relationship that could result in greater production of housing units with the support of MFTE.

The Swinging Pendulum of Administrative Oversight

We learned from both developers and city staff that the way the MFTE program has been administered has changed over time. On issues of unit comparability and income verification, the process was less burdensome 5-10 years ago and has become increasingly strict over time. There is a clear benefit (and public benefit) from greater unit comparability and effective income verification procedures. The tension arises when the costs (financial and operational) of these administrative rules are incorporated into the developers' decision-making process. Developers made a very vocal case that these rules are decreasing the attractiveness of the

MFTE program, by slowing lease-up of income-restricted units and increasing frustration with the program overall. The City, by comparison, highlighted instances of “bad apples” that have failed to comply with program rules. Given the obligation the City has to the public, they do not feel that they can allow noncompliance to proceed without corrective action. For the City, the shift of taxes from exempt to non-exempt taxpayers demands attention to ensure that the public benefit is sufficient to justify this shift. This sense of obligation to City of Seattle taxpayers motivates the City in its oversight of this program. An added focus of the City is consistency, but the push for consistency certainly leads to increased rules and oversight. Finding the right blend between these competing interests will be important as the program moves forward.

Coming Shortage of Housing, Especially Two Bedrooms

We heard repeatedly that there is great concern about the coming shortage of multifamily housing in Seattle. Due to the challenging market conditions of the past few years few multifamily projects have started. As a result, we should expect a dramatic decrease in deliveries over the next two to four years, potentially exacerbating the rental housing affordability crisis in Seattle. These macro forces are having a global impact on housing development so Seattle is not alone in this challenge. The question becomes what should the city do to respond? Given the substantial addition to the stock of studio apartments in Seattle over the past few years, there appears to be adequate supply for the near term. The question is whether additional emphasis should be placed toward the development of family-sized units in Seattle, and how MFTE could be used to achieve that goal.

Improved Data

The two goals of the MFTE program are to encourage affordability and to affirmatively further fair housing. In both of these cases, the administrative data at the city’s disposal is limited. There is extensive household level data that is missing, including household income and race and demographic attributes. One of the stated goals of the City of Seattle’s MFTE program is to affirmatively further fair housing. Determining success in this effort is challenging, but it is particularly difficult given the current quality of data. It is important to note that better data collection will likely necessitate some level of administrative burden. For example, enhanced data collection would allow us to assess who (in a demographic sense) is living in MFTE units and how that compares with the racial makeup of a neighborhood. Currently, race and ethnicity is missing for 40% of household observations. This case highlights how improved data would facilitate analyses that are fundamental to understanding the outcomes and effectiveness of the MFTE program.



Legislation Text

File #: Res 32164, **Version:** 1

CITY OF SEATTLE

RESOLUTION _____

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

WHEREAS, State grant assistance is requested by The City of Seattle to aid in financing the cost of the

following projects to be administered by Seattle Parks and Recreation:

Discovery Park South Beach Trail Development;

Jefferson Park Golf Youth Learning Facility;

Upper Dr. Jose Rizal Park;

Evans Pool;

Judkins Park;

Northwest Native Canoe Center; and

Stan Sayres Boat Launch; and

WHEREAS, on May 1, 2024, the Seattle City Council passed Resolution 32135 adopting The City of Seattle's

2024 Parks and Open Space Plan; and

WHEREAS, the projects are included in Seattle Parks and Recreation's Asset Management Plan, the 2024

Parks and Open Space Plan, the 2022-2028 Capital Improvement Program, and/or the Seattle Park

District Major Maintenance Plan; and

WHEREAS, State grant assistance is requested by Seattle Parks and Recreation to aid in financing the cost of

the projects referenced above; NOW, THEREFORE,

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

CONCURRING, THAT:

Section 1. The City of Seattle (for the purposes of this resolution, “we/us/our” or “the City”) has applied for or intends to apply to the State of Washington for funding assistance managed by the State Recreation and Conservation Office (Office) for the following projects:

Discovery Park South Beach Trail Development;

Jefferson Park Golf Youth Learning Facility;

Upper Dr. Jose Rizal Park;

Evans Pool;

Judkins Park;

Northwest Native Canoe Center; and

Stan Sayres Boat Launch.

Section 2. The City of Seattle authorizes the following person or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding the City regarding the projects in Section 1 of this resolution:

Grant document	Name of signatory or title of person authorized to sign
Grant application (submission thereof)	Moshe Hecht / Sr. Project Funds and Contracts Coordinator, Seattle Parks and Recreation
Project contact (day-to-day administering of the grant and communicating with the RCO)	Moshe Hecht / Sr. Project Funds and Contracts Coordinator, Seattle Parks and Recreation
RCO Grant Agreement (Agreement)	Anthony Paul Diaz / Superintendent, Seattle Parks and Recreation. Alternate signers include the Deputy Superintendent\Chief of Staff and the Deputy Superintendent of Planning and Capital Development.
Agreement amendments	Anthony Paul Diaz / Superintendent, Seattle Parks and Recreation. Alternate signers include the Deputy Superintendent\Chief of Staff and the Deputy Superintendent of Planning and Capital Development.

Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typically recorded on the property with the county.	Anthony Paul Diaz / Superintendent, Seattle Parks and Recreation. Alternate signers include the Deputy Superintendent\Chief of Staff and the Deputy Superintendent of Planning and Capital Development.
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The above persons are considered an “authorized representative(s)/agent(s)” for purposes of the documents indicated. The City of Seattle shall comply with a request from the Office to provide documentation of persons who may be authorized to execute documents related to the grant.

Section 3. The City has reviewed the sample RCO Grant Agreement, which is attached to this resolution as Attachment 1. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

Section 4. The City of Seattle acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

Section 5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

Section 6. The City understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of the City.

Section 7. The City further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such

revisions could include the indemnification and the legal venue stipulation. The City accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative (s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

Section 8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the projects referenced above.

Section 9. If match is required for the grant, we understand the City must certify the availability of match at least one month before funding approval. In addition, the City understands it is responsible for supporting all non-cash matching share commitments to these projects should they not materialize.

Section 10. The City of Seattle acknowledges that if it receives grant funds managed by the Office, the Office will pay us on a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are completed.

Section 11. The City of Seattle acknowledges that any property owned by the City that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or the Office in writing and per the Agreement or an amendment thereto.

Section 12. The City of Seattle acknowledges that any property not owned by the City that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.

Section 13. The City certifies that the projects do not conflict with the Puget Sound Action Agenda

developed by the Puget Sound Partnership under RCW 90.71.310.

Section 14. This resolution/authorization is deemed to be part of the formal grant application to the Office.

Section 15. The City warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of the City and applicable laws and policies and that the City has full legal authority to commit the City to the warranties, certifications, promises and obligations set forth in this resolution.

Adopted by the City Council the _____ day of _____, 2025, and signed by me in open session in authentication of its adoption this _____ day of _____, 2025.

President _____ of the City Council

The Mayor concurred the _____ day of _____, 2025.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

Scheereen Dedman, City Clerk

(Seal)

Attachments:
Attachment 1 - Sample Project Agreement

Att 1 - Sample Project Agreement

This agreement template is used by the Recreation and Conservation Office (RCO) for the management of the grant and other programs it administers. This example is provided for review by applicants' and their counsel as they seek grant funding managed by RCO.

This grant agreement will contain changes at issuance based on the specifics of each funded project. For instance, changes will occur based on the applicant, funding program, fund source, project type, rule or law changes, and other factors. Applicants that receive funding from RCO are encouraged to thoroughly review their customized grant agreement prior to final signature.

RCO reserves the right to make updates to this template.

RCO GRANT AGREEMENT

Project Name: _____

Project Number: _____

Issuance Date: _____

A. PARTIES OF THE GRANT AGREEMENT.

1. This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington {FundingAgency} Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and {PrimarySponsorNameAddress} {SecondarySponsorNameAddress}, and shall be binding on the agents and all persons acting by or through the parties.
2. The Sponsor's Data Universal Numbering System (DUNS) Number is {DUNNSNumber}.
3. All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.
4. Prior to and During the Period of Performance, Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.
 - a. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant

Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

- b. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections A and J.
5. For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

B. PURPOSE OF AGREEMENT.

This Agreement sets out the terms and conditions by which a grant is made from the {AccountName} of the State of Washington. The grant is administered by the RCO.

C. DESCRIPTION OF PROJECT.

{ProjectDescription}

D. PERIOD OF PERFORMANCE.

1. The period of performance begins on {StartDate} (project start date) and ends on {EndDate} (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.
2. The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

E. STANDARD TERMS AND CONDITIONS INCORPORATED.

The RCO Standard Terms and Conditions of the Agreement are hereby incorporated by reference as part of this Agreement.

F. LONG-TERM OBLIGATIONS.

(This is a custom section based on project, program, and sponsor type. See [attached spreadsheet of those that may apply.](#))

G. PROJECT FUNDING.

The total grant award provided for this project shall not exceed {RCOAmount}. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

{FundingTable}

H. FEDERAL FUND INFORMATION.

(This section only appears if there is federal funding nexus)

{FederalFundingInfo}

This funding is not research and development (R&D).

If the Sponsor's total federal expenditures are \$750,000 or more during the Sponsor's fiscal-year, the Sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200, Sub Part F—Audit Requirements, Section 500 (2013). The Sponsor must provide a copy of the final audit report to RCO within nine months of the end of the Sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

Sponsor shall comply with the federal "Omni-circular" (2 C.F.R. Part 200).

RCO may suspend all reimbursements if the Sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any and all RCO Agreement(s) with the Sponsor if such noncompliance is not promptly cured.

I. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS.

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

The following Exhibits are attached as part of this Agreement:

(This is a custom section listing things like "Expanded Scope of Work," "Milestones," and "Eligible Scope Items," which become part of this agreement.)

If an exhibit is referenced in this Agreement as an exhibit or attached to this Agreement, regardless whether it is on this list, it shall still be considered part of this Agreement.

J. AMENDMENTS TO AGREEMENT.

1. Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by

RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

2. It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.
3. Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

K. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES.

1. This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.
2. For the purpose of this Agreement, {WAC...} shall apply as terms of this Agreement.
3. For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

{CustomApplicableManuals}

Provided, where a manual refers to a funding board's responsibility and/or authority but the funding board is not involved with the grant or successor to an entity that was involved, the RCO director shall have that responsibility and/or authority if such responsibilities and/or authority falls within the RCO's statutory responsibilities and/or authority or within a lawful delegation by the board to the RCO.

L. SPECIAL CONDITIONS.

{CustomSpecialConditionsAsMayApply}

M. AGREEMENT CONTACTS.

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

{CustomProjectContacts}

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

N. ENTIRE AGREEMENT.

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

O. EFFECTIVE DATE.

1. Unless otherwise provided for in this Agreement, this Agreement, for project {ProjectNumber}, shall not be effective and binding until the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.
2. The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Signatures:

Sponsor/Date

Recreation and Conservation Office/Date

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Example

STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT

Last Updated: February 12, 2020

1. CITATIONS, HEADINGS AND DEFINITIONS.

- A)** Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B)** Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C)** Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of a right to or in real property including, but not limited to, fee simple land acquisition, conservation easement, access/trail/recreational easements, covenants, leases, water rights, and mineral rights.

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual -- A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) -- Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

archeological, cultural, and historic resources - Archeological sites and artifacts, and traditional areas or items of religious, ceremonial and/or social (significance to) (uses of) tribes affected by or interested in the project. This also refers to built environments and places with historical significance for the nation, state, or local area.

authorized representative/agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor’s signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion - The status of a project when all of the following have occurred:

1. The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily,
2. A final project report is submitted to and accepted by RCO,
3. Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO
4. A final reimbursement request has been paid by RCO.
5. Property rights (including RCO’s as may apply) have been recorded (as may apply)

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

compliance period, or long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources. A development project may also involve activities that redevelop or renovate an existing facility, and these may occur exclusively in the project or in combination with new construction. For projects in the Boating Facilities Program, the term “development project” includes all of the above and may also include those activities that are defined as maintenance in 50 C.F.R 86.

director or Director – The chief executive officer of the Recreation and Conservation Office or that person’s designee.

education project – A project that provides information, education, and outreach programs and/or services for the benefit of outdoor recreationists. This project may involve limited amounts of capital construction or installation of tangible property.

education and enforcement project – A project that provides information, education, and outreach programs or services; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists. This project may involve limited amounts of capital construction or installation of tangible property, and equipment purchases.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

enhancement project – A project that (i) supports hatchery reform to improve hatchery effectiveness to minimize impacts to wild fish populations, (ii) ensures compatibility between hatchery production and salmon recovery programs, or (iii) supports sustainable fisheries (WAC 420.04.010).

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

compliance period, or long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned or otherwise controlled by the Sponsor.

maintenance project – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreation.

maintenance and operation project – A project that maintains and operates existing areas and facilities through repairs, upkeep, and routine services for the benefit of outdoor recreationists.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

monitoring project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

monitoring and research project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

Office – Means the Recreation and Conservation Office or RCO.

notice of grant – As required by RCO or another authority, a document that has been legally recorded on the property title of the project area(s) in the county or counties where the project property is located, or with the United States Government, that describes the project area on the property, the funding sources, and agencies responsible for awarding the grant.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

planning project - A project that results in one or more of the following: 1) a study, a plan, assessment, project design, inventory, construction plans and specifications, and permits; or 2) a project that provides money to facilitate the work of an organization engaged in planning and coordination, or resource stewardship.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project area (for projects where WAC 420 is applied) - The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project (WAC 420.04.010).

completed project or project completion - The status of a project when all of the following have occurred:

1. The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily,
2. A final project report is submitted to and accepted by RCO,
3. Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO
4. A final reimbursement request has been paid by RCO.
5. Property rights (including RCO's as may apply) have been recorded (as may apply)

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

Recreational Trails Program (RTP) – A Federal Highways Administration grant program.

reimbursement – RCO's payment of funds to the Sponsor for eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

research project – Means a project that studies salmon and the effectiveness of recovery restoration efforts on the population or habitat condition.

restoration project – A project intended to bring a site back to its historic function as part of a natural ecosystem, or one intended to improve the ecological or habitat functionality or capacity of (or part of) a site, landscape, marine environment, or watershed.

restoration and enhancement project – A project intended to bring a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting (or exclusively benefit) fish stocks.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB – Salmon Recovery Funding Board

State. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of Washington state government.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the PROJECT FUNDING Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

2. PERFORMANCE BY THE SPONSOR.

- a. The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.
- b. Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

3. ASSIGNMENT.

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO.

4. RESPONSIBILITY FOR PROJECT.

- a. While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.
- b. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.
- c. The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

5. INDEMNIFICATION.

- a. The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees,

contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

- b. Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.
- c. Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.
- d. As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.
- e. Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.
- f. The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

- g. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

6. INDEPENDENT CAPACITY OF THE SPONSOR.

- a. The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.
- b. The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

7. CONFLICT OF INTEREST.

- a. Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.
- b. In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

8. COMPLIANCE WITH APPLICABLE LAW.

- a. In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:
 - i. Nondiscrimination Laws. The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for

construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

- ii. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
 - iii. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
 - iv. **Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130).** If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided:
 - (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03;
 - (2) The nonprofit organization's management and administrative headquarters must be located in Washington;
 - (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and
 - (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law.Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.
- b. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or

propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- c. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- d. Debarment and Certification. By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."
- e. Requirements for RTP Subawards.
 - i. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.
 - ii. Sponsor may be required to pay prevailing wage rates as required by the Davis Bacon Act as amended.

9. ARCHAEOLOGICAL AND CULTURAL RESOURCES RESPONSIBILITIES

RCO shall administratively review, and Sponsor shall assist RCO in such review, For all funded projects, including land acquisitions for the purpose of capital construction or renovation, not undergoing Section 106 review under the National Historic Preservation Act of 1966, RCO shall review and, if it deems appropriate, confer with the Washington State Department of Archeology and Historic Preservation, tribes, and with any other party/parties that have an interest in, or responsibility for, Project review and protection of archeological, cultural, and historical resources, to determine potential impacts to archeological, cultural and historic resources and plans for protection of such resources. The Sponsor shall cooperate in all such reviews.

1. Plans. Sponsor shall comply with all plans RCO or another state or federal agency may develop for the protection of archeological, cultural, and historical resources in the project area, and adjacent areas that may be impacted by the project. This subsection also applies to those projects where a categorical exclusion (subsection 5) may apply.

2. Authorities. At a minimum, review, management, and protection of archeological, cultural, and historic resources, and tribal consultation, shall be performed in the project area and adjacent areas impacted by the project for compliance with the following authorities (as may apply and as in effect at the time of the review):
 - i. Washington State Department of Archeology and Historic Preservation policies and procedures and rule,
 - ii. Sponsor, RCO, and landowners' plans, policies and procedures, directives, laws and rules,
 - iii. State Environmental Policy Act,
 - iv. National Environmental Policy Act,
 - v. National Historic Preservation Act of 1966,
 - vi. Governor's Executive Order 05-05,
3. Scope of Archeological, Cultural, and Historic Resources Review. RCO recognizes that the project area may include multiple parcels with multiple landowners, and additional parties with property rights in the project area. The Sponsor shall apply this section independently to each separately owned property, provided that reviews undertaken must include impacts to individual parcels and cumulative impacts.
4. Compliance. At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological, cultural, and historic resources in the project area, and adjacent areas that may be impacted by the project, and comply with any RCO direction for such avoidance, minimization, and mitigation, and reporting and notification thereof.
5. Categorical Exemption. If the Sponsor has reviewed the activities in this grant for impacts to archeological, cultural, and historical resources, and the same for any planned projects in any land acquired with this grant, and determined the project is categorically exempt from further archaeological, historical and cultural resources review, as well as tribal consultation, Sponsor shall notify the RCO in writing prior to beginning the project describing 1) the specific statutory or regulatory exemptions that apply, and 2) their applicability to the specific project. Alternatively, the RCO may determine the project is covered by a categorical exemption, in whole or in part, and notify the Sponsor of such determination.

However, any categorical exemption must meet the standards of and be consistent and allowable by ALL of the following:

1. the project area landowner(s) legal documents and governing documents (if applicable),
2. Sponsor's own policies and procedures and rules,
3. All applicable laws,
4. RCO applicable policies, manuals and/or other guidance, and
5. Washington Department of Archaeology and Historic Preservation's rules and policies.

Alternatively, the RCO may assign a categorical exemption to the project based on its own review.

Regardless of the applicability of any categorical exemption, the RCO reserves the right at any time to require Sponsor to comply with any and all of the provisions of this section.

6. Project Areas Reviewed by a Permitting Authority. For those project areas where a permitting authority for the project conducts an archeological, cultural, and historical resources review and tribal consultation under section 106 of the Historic Preservation Act, NEPA, SEPA, or Governor's Executive Order 05-05, such review and consultation shall substitute for the land owner's, provided that such substitution is allowed only if (a)the permitting authority and landowner are not the same, and (b)the RCO determines that the review and consultation performed by the permitting authority meets RCO standards. When a permitting authority conducts such reviews and tribal consultation, all other subsections herein shall still apply to the Sponsor(s).
7. Project Areas on Sponsor-Owned Property. Unless a categorical exemption applies as stated above, the Sponsor shall perform and be bound by the following:
 - a. Project Review. For project areas not reviewed by a permitting authority (see above), prior to implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas where project mitigation shall occur, or any other areas that may be affected by project implementation, the Sponsor shall review the project for its potential and actual impacts, including any planned projects on lands acquired as part of the project, to any and all archaeological, cultural and historical resources in and adjacent to the project area, in areas where project mitigation shall occur, or other areas that may be affected by project implementation. In this review, Sponsor shall follow its policies and procedures, plans, guidance, rules, and directives, as well as act in compliance with Governor's Executive Order 05-05, the National Historic Preservation Act, the State Environmental Policy Act, the National Environmental Policy Act, and any local laws as may apply. If another governmental agency is responsible in whole or in part for this review the Sponsor shall assist with such review.
 - b. Tribal Consultation. For project areas not reviewed by a permitting authority (see above), prior to implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas where project mitigation shall occur, or any other areas that may be affected by project implementation, Sponsor shall conduct tribal consultation with any interested or affected tribes as defined above. .
 - c. Reporting to RCO and Approval of Project Activities. Sponsor shall provide RCO evidence (which RCO shall prescribe) that it has conducted project review and tribal consultation as described and receive written approval of such review and consultation from RCO prior to Sponsor implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas

where project mitigation shall occur, or any other areas that may be affected by project implementation.

- d. **Changes to Project.** RCO reserves the right to request Sponsor change its scope of work and project outcomes to avoid, mitigate, or minimize impacts to archeological, cultural, and historic resources.
- e. **Termination.** RCO retains the right at any time to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- f. **Monitoring.** RCO may require on-site monitoring for impacts to archeology, cultural, and historic resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology, cultural, and historical resource impacts or concerns.
- g. **Inadvertent Discovery Plan.** The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan (IDP), and keep the IDP at the project site, make the IDP readily available to anyone working at the project site, discuss the IDP with staff and contractors working at the project site, and Implement the IDP when cultural resources or human remains are found at the project site.
- h. **Discovery.** If any archeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify the property owner, RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources until such time as the reviewing authority with jurisdiction over the found object(s) and areas notifies Sponsor and RCO that work can resume.
- i. **Human Remains.** If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the RCO provides a new notice to proceed on the project. Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP). The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with

the affected parties as to the future preservation, excavation, and disposition of the remains and the resumption of work.

8. Project Areas on State or Federal Property Not Owned By Sponsor.

Categorical Exemption. For project area(s) owned by a state or federal agency, and not under review via a permitting nexus (see above), the state or federal agency landowner performing archeological, cultural, and historic resources review and tribal consultation shall make the determination that the project, in whole or in part, is covered by a categorical exemption, and may notify and report such to the Sponsor, or to RCO on behalf of Sponsor.

Project Review and Tribal Consolation. If the project is not categorical exception to archeological, cultural, and historical resources review and tribal consultation, and the project area is located on property owned by the State of Washington or a federal agency, Sponsor shall:

- a. Follow its own policies and procedures, rules, and any applicable laws, for the review, protection, and management of archaeological, cultural, and historic resources, and tribal consultation and other consultations as may apply.
- b. Assist the land owner and other applicable agencies, and the RCO, with its/their review of archaeological, cultural and historic resources, and tribal consultation for the project area.
 - i. RCO may consult directly with the landowner to complete land owner project review and tribal consultation.
- c. Provide RCO evidence that the landowner has 1) conducted archeological, cultural and historic resources review and tribal consultation according to its policies and procedures and applicable laws, and 2) provided Sponsor with permission to begin project implementation in the project area owned by the state or federal agency.
- d. Changes to Project. RCO reserves the right to request Sponsor change its scope of work and project outcomes to avoid, mitigate, or minimize impacts to archeological, cultural, and historic resources.
- e. Termination. RCO retains the right at any time to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- f. Monitoring. RCO or the federal or state landowner may require on-site monitoring for impacts to archeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns.
- g. Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan (IDP), and keep the IDP at the project site, make the IDP readily available to anyone working at the project site, discuss the IDP with staff and contractors

working at the project site, and Implement the IDP when cultural resources or human remains are found at the project site.

- h. Discovery. If any archeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify the property owner, RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
 - i. Human Remains. If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the RCO provides a new notice to proceed on the project. Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP). The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.
- 9. Costs. Costs associated with Sponsor's responsibilities under this section of the Agreement are eligible for reimbursement under this Agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.

10. RECORDS.

- a. Digital Records. If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- b. Maintenance and Retention. The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records

shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c. In order to satisfy 15 CFR 24.42(b) & (c) and 2 CFR 200.333, for projects that contain Pacific Coast Salmon Recovery Funds or are used as match to Pacific Coast Salmon Recovery Funds the sponsor shall retain records for a period of nine years from the date RCO deems the project complete as defined in the PROJECT REIMBURSEMENTS Section.
- d. Access to Records and Data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- e. Public Records. Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

11. PROJECT FUNDING.

- a. Authority. This Agreement and funding is made available to Sponsor through the RCO.
- b. Additional Amounts. The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement .
- c. Before the Agreement. No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

- d. Requirements for Federal Subawards. Pre-Agreement costs before the federal award date in the FEDERAL FUND INFORMATION Section are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- e. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

12. PROJECT REIMBURSEMENTS.

- a. Reimbursement Basis. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- b. Reimbursement Request Frequency. The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- c. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- d. Conditions for Payment of Retainage. RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
 - i. RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - ii. On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
 - iii. RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

- iv. A Notice of Grant for any property rights acquired or donated (if applicable) have been filed with the county lands records office (or United State Government) and a stamped copy received by RCO, and any property rights owned to RCO have been likewise recorded.
- e. Requirements for Federal Subawards: Match. The Sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:
 - i. Are verifiable from the non-Federal entity's (Sponsor's) records;
 - ii. Are not included as contributions for any other Federal award;
 - iii. Are necessary and reasonable for accomplishment of project or program objectives;
 - iv. Are allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles (2013);
 - v. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
 - vi. Are provided for in the approved budget when required by the Federal awarding agency identified in the FEDERAL FUND INFORMATION Section of this Agreement; and
 - vii. Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.
- f. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:
 - i. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
 - ii. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
 - iii. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
 - iv. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

13. ADVANCE PAYMENTS.

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

14. RECOVERY OF PAYMENTS.

- a. Recovery for Noncompliance. In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- b. Return of Overpayments. The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.
- c. Requirements for Federal Subawards. RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

15. COVENANT AGAINST CONTINGENT FEES.

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

16. INCOME (AND FEES) AND USE OF INCOME.

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

Income.

- a. Farm and Forest Account (Farmland and Forestland Preservation Grants). Excepted from this section is income generated and fees paid on/for properties which received funds from the Farm and Forest Account (RCW 79A.15.130).
- b. Firearms and Archery Range Recreation Projects. Excepted from this section are safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).

- c. Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- d. Use of Income. Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
 - i. The Sponsor's matching resources;
 - ii. The project's total cost;
 - iii. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - iv. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - v. Capital expenses for similar acquisition and/or development and renovation; and/or
 - vi. Other purposes explicitly approved by RCO.
- e. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
 - i. Grant program laws, rules, and applicable manuals;
 - ii. Value of any service(s) furnished;
 - iii. Value of any opportunities furnished; and
 - iv. Prevailing range of public fees in the state for the activity involved.
- f. Requirements for Federal Subawards. Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

17. PROCUREMENT REQUIREMENTS.

- a. Procurement Requirements. If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists the Sponsor must follow these minimum procedures:
 - i. Publish a notice to the public requesting bids/proposals for the project;
 - ii. Specify in the notice the date for submittal of bids/proposals;
 - iii. Specify in the notice the general procedure and criteria for selection; and
 - iv. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 - v. Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer. Alternatively, Sponsor may choose a bid from a bidding

cooperative if authorized to do so. This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

b. Requirements for Federal Subawards.

- i. For all Federal subawards, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
- ii. For RTP subawards, Sponsors shall follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)).

18. TREATMENT OF EQUIPMENT AND ASSETS.

- a. Equipment shall be used and managed only for the purpose of this Agreement , unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.
- b. Discontinued Use. Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- c. Loss or Damage. The Sponsor shall be responsible for any loss or damage to equipment.
- d. Requirements for Federal Subawards. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
 - i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - ii. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - iv. Adequate maintenance procedures must be developed to keep the property in good condition.

- v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- e. Requirements for RTP Subawards.
 - i. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.

19. RIGHT OF INSPECTION.

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

20. STEWARDSHIP AND MONITORING.

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

21. PREFERENCES FOR RESIDENTS.

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents, but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

22. ACKNOWLEDGMENT AND SIGNS.

- a. Publications. The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- b. Signs.
 - i. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and

- ii. During the period of long-term obligations, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- c. Ceremonies. The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.
- d. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:
 - i. The fund source;
 - ii. The percentage of the total costs of the project that is financed with federal money;
 - iii. The dollar amount of federal funds for the project; and
 - iv. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

23. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS.

- a. The following provisions shall be in force:
 - i. Operations and Maintenance. Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
 - ii. Document Review and Approval. Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
- b. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.

- c. Control and Tenure. The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- d. Use of Best Management Practices. Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include “Integrated Streambank Protection Guidelines”, 2002; “Land Use Planning for Salmon, Steelhead and Trout: A land use planner’s guide to salmonid habitat protection and recovery”, 2009”, “Protecting Nearshore Habitat and Functions in Puget Sound”, 2010; “Stream Habitat Restoration Guidelines”, 2012; “Water Crossing Design Guidelines”, 2013; and “Marine Shoreline Design Guidelines”, 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in “Reducing Accidental Introductions of Invasive Species” which is available on the WISC Web site.
- e. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

24. PROVISIONS APPLYING TO ACQUISITION PROJECTS.

- a. The following provisions shall be in force:
 - i. Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to all applicable manuals and RCWs or WACs.
 - ii. Evidence of Title. The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
 - iii. Legal Description of Real Property Rights Acquired. The legal description of any real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
 - iv. Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document (provided or approved by RCO) conveying certain rights and responsibilities to RCO or the Funding Entity on behalf of the State of Washington or another agency of the

- state, or federal agency, or other organization. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
- v. Deed of Right. The Deed of Right as described in RCO Manual #3 conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
 - vi. Assignment of Rights. The Assignment of Rights as described in RCO Manual #3 document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 - vii. Easements and Leases. The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
 - viii. Real Property Acquisition and Relocation Assistance. In the event that housing and relocation costs and procedures are required by local, state, tribal, or federal law, or rule; the Sponsor agrees to provide such housing and relocation assistance as a condition of the Agreement and receiving grant funds.
- b. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with COMPLIANCE WITH APPLICABLE LAW SECTION, Archeological and Cultural Resources paragraph.
- c. Hazardous Substances.
- i. Certification. The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
 - ii. No hazardous substances were found on the site, or
 - iii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
 - iv. Responsibility. Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
 - v. Hold Harmless. The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss

of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The Funding Entity and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

- d. Requirements for Federal Subawards. The non-federal entity (Sponsor) must submit reports the federal funding agency, through RCO, at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).
- e. Developing and Restoring Purchased Property. If the Sponsor intends to develop or restore the property acquired it shall do so within the timeline and deadline provided by the funding program or board policies that apply to the grant funded project, or as provided for in this Agreement.

25. LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS.

- a. Long-Term Obligations. This section applies to completed projects only.
- b. Perpetuity. For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- c. Conversion. The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state of federal laws or regulation.

- i. For acquisition projects that are expressly term-limited in the Agreement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement and incorporated documents, WACs, or any applicable state or federal law or regulation.
- ii. When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

26. CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS.

- a. The following provisions shall be in force for this agreement:
 - i. Property and facility operation and maintenance. Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
 - a. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 - b. In a reasonably safe condition for the project's intended use;
 - c. Throughout its estimated useful service life so as to prevent undue deterioration;
 - d. In compliance with all federal and state nondiscrimination laws, regulations and policies.
 - ii. Open to the public. Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
 - a. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
 - b. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 - c. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

27. RECORDED NOTICE OF GRANT.

At the request of RCO, another state agency, or a federal agency, Sponsor shall record a notice of grant on property subject to this Agreement and shall submit to the RCO a recorded and registry stamped copy of such notice. The purpose of the notice of grant is to provide constructive notice of the grant and project and to ensure that the present and future use of the project area is and shall remain subject to the terms and conditions described in this Agreement. The notice of grant shall be in a format specified by RCO.

28. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS.

- a. A corporate Sponsor, including any nonprofit Sponsor, shall:
 - i. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the Sponsor's obligation to the project as identified in the Agreement.
 - ii. Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor's obligation to the qualified successor if requirements are met.
 - iii. Maintain sites or facilities open to the public and may not limit access to members.

29. PROVISIONS FOR FEDERAL SUBAWARDS.

The following provisions shall be in force for this agreement:

- a. Sub-Recipient (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- b. Binding Official. Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- c. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319,

12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

- d. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- e. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- f. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in the Federal Fund Information Section. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION.

- g. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- h. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- i. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION and the Regional Office of the Environmental Protection Agency (EPA).
- j. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying

with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier-to-tier up to the non-federal award.

- k. Procurement of Recovered Materials. A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- l. Required Insurance. The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- m. Debarment and Suspension (Executive Orders 12549 and 12689). The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- n. Conflict of Interest. Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

30. PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS.

Use of Sport Fish Restoration Logo. Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service's Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

31. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS.

The following provisions shall be in force for this agreement:

- a. **Liability Insurance.** The Sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it carries, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of people who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- b. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
- c. **Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement.
- d. **Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.
- e. **Government Agencies.** The requirement of Subsection a through d above shall not apply if the Sponsor is a federal, state, or municipal government which has established an adequate program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy to the RCO.
- f. **Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does undertake to review, approve, or monitor the safety of the design, construction, or operation of the project and does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer as a result of the project which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

32. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS.

This project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), therefore the "Land and Water Conservation Fund General Provisions" are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

33. PROVISIONS FOR FARMLAND AND FORESTLAND PRESERVATION PROJECTS.

The following sections of this Agreement shall not apply if they are included and covered separately in a recorded RCO-approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

- a. Income and Income Use; Stewardship and Monitoring; Acknowledgement and Signs; Provisions Applying To Acquisition Projects: Conveyance of Rights to the State of Washington, Building and Structures, and Hazardous Substances; Long-Term Obligations of the Projects and Sponsors: Perpetuity; and Construction, Operation, Use and Maintenance of Assisted Projects.

34. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS.

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

35. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS.

The following provisions shall be in force for this Agreement if the project is funded in part or wholly from the Puget Sound Acquisition and Restoration program. The Sponsor agrees to the following terms and conditions:

- a. Cost Principles/Indirect Costs For State Agencies. GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements," if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.
- b. Credit and Acknowledgement. In addition to the ACKNOWLEDGEMENT AND SIGNS section, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- c. Hotel Motel Fire Safety Act. Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.

- d. Drug Free Workplace Certification. Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.
- e. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs that are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- f. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA). This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement: “You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees’ employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award.” The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term. The federal agency funding this Agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.
- g. Lobbying. The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities. The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly. In accordance with the Byrd Anti-Lobbying Amendment, any Sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure. All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30. Pursuant to Section 18 of the Lobbying Disclosure Act, Sponsor

affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- h. Reimbursement Limitation. If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the Sponsor for costs incurred in excess of the RCO approved budget.
- i. Disadvantaged Business Enterprise Requirements. The Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- j. Minority and Women's Business Participation. Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.
These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows: Purchased Goods 8% MBE 4% WBE; Purchased Services 10% MBE 4% WBE; Professional Services 10% MBE 4% WBE. Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:
 - i. Include qualified minority and women's businesses on solicitation lists.
 - ii. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
 - iii. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
 - iv. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
 - v. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.
- k. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:
 - l. There are any funds budgeted in the contractual/services, equipment or construction lines of the award; and/or \$3,000 or more is included for supplies; or there are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items

(a) and (b). When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first. The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form. MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor's region. Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators also can answer any questions. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

- m. Procurement involving an EPA Financial Assistance Agreement. Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.
- n. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For State and Local and Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- o. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- p. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- q. Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.
- r. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.

- s. If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.
- t. Lobbying & Litigation. By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities. For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:
 - I. Certification Regarding Lobbying, EPA Form 6600-06:
http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf
 - II. Disclosure of Lobbying Activities, SF LLL:
http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf
- u. Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.
- v. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients' (Sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices). Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information. As of January 1, 2020, the limit is \$654.71 per day \$81.83 per hour.
- w. Peer Review. Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.
- x. International Travel (Including Canada). All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE

travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.

- y. Unliquidated Obligations (ULO). Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

- z. Light Refreshments And/Or Meals.

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- 1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- 2) A description of the purpose, agenda, location, length and timing for the event; and,
- 3) An estimated number of participants in the event and a description of their roles.

Cost for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

- aa. State grant cybersecurity.

- (a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
- (b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.
(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the AGecy using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.

36. ORDER OF PRECEDENCE.

- a. This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:
 - i. Federal law and binding executive orders;

- ii. Code of federal regulations;
- iii. Terms and conditions of a grant award to the state from the federal government;
- iv. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- v. State Constitution, RCW, and WAC;
- vi. Agreement Terms and Conditions and Applicable Manuals
- vii. Applicable deed restrictions, and/or governing documents.

37. LIMITATION OF AUTHORITY.

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

38. WAIVER OF DEFAULT.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

39. APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH.

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

40. SPECIFIC PERFORMANCE.

RCO may enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

41. TERMINATION AND SUSPENSION.

- a. The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.
- b. For Cause.

- i. The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b. If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
 - d. Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
 - ii. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.
- c. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:
- i. The Sponsor was not in default; or
 - ii. Failure to perform was outside Sponsor's control, fault or negligence.
- d. Rights of Remedies of the RCO.
- i. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
 - ii. In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.
 - iii. Non-Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation

is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- iv. **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
- v. **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

42. DISPUTE HEARING.

- a. Except as may otherwise be provided in this Agreement , when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:
 - i. The disputed issues;
 - ii. The relative positions of the parties;
 - iii. The Sponsor's name, address, project title, and the assigned project number.
- b. In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.
- c. Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.
- d. The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

- e. Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.
- f. All costs associated with the implementation of this process shall be shared equally by the parties.

43. ATTORNEYS' FEES.

In the event of litigation or other action brought to enforce the terms of this Agreement each party agrees to bear its own attorney fees and costs.

44. GOVERNING LAW/VENUE.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

45. SEVERABILITY.

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

46. END OF AGREEMENT.

This is the end of the agreement.

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Parks and Recreation	Moshe Hecht	Alex Rouse

1. BILL SUMMARY

Legislation Title: A RESOLUTION relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to act as the authorized representative/agent on behalf of The City of Seattle and to legally bind The City of Seattle with respect to certain projects for which the City seeks grant funding assistance managed through the Washington State Recreation and Conservation Office.

Summary and Background of the Legislation: This proposed legislation authorizes Seattle Parks and Recreation (SPR) to submit grant applications to the State of Washington Recreation and Conservation Office (RCO) for State funding assistance for the projects and amounts listed in the table below. This resolution is required as part of the formal RCO grant application process.

Improvements potentially funded by the RCO grants and City or other match sources are listed in the table below.

Project Name / Brief Description	RCO Program Category	Grant Request	Local Match	Project Total
Discovery Park South Beach Trail Development – Re-routing of existing trail that is at the end of its useful life, will reduce maintenance costs, improve accessibility, and improve overall user experience.	Recreational Trails Program (RTP)	\$150,000	\$270,111	\$420,111
Bill Wright Golf Complex at Jefferson Park Youth Learning Facility – Will make significant upgrades to the 9-hole course at Jefferson Park, improving the facility for youth programming.	Community Outdoor Athletic Facilities (COAF)	\$1,200,000	No match required	\$1,200,000
Upper Dr. Jose Rizal – Renovate the upper section enhancing its amenities and overall experience for visitors including ADA and accessibility improvements.	Outdoor Recreation Legacy Partnership fund (ORLP)	\$1,250,000	\$625,000	\$3,000,000

Evans Pool – Demolition and reconstruction of Green Lake Swimming Pool.	Outdoor Recreation Legacy Partnership fund (ORLP)	\$15,000,000	\$15,000,000	\$40,000,000
Judkins - Redevelopment of two public restrooms, an inclusive playground, and spray park in collaboration with Inclusion Matters and No More Under.	Outdoor Recreation Legacy Partnership fund (ORLP)	\$3,250,000	\$1,625,000	\$7,000,000
Northwest Native Canoe Center – New construction project celebrating Indigenous traditions and maritime heritage.	Outdoor Recreation Legacy Partnership fund (ORLP)	\$1,900,000	\$1,900,000	\$4,000,000
Stan Sayres Boat Launch Renovation – Redevelopment of the 60 year old boat launch, and installation of mooring floats.	Outdoor Recreation Legacy Partnership fund (ORLP)	\$1,250,000	\$625,000	\$3,300,000
	Total	\$24,000,000	\$20,045,111	\$58,920,111

The Recreation and Conservation Office’s (RCO) Recreational Trails Program (RTP) and the National Park Service’s Outdoor Recreation Legacy Partnership (ORLP) grant programs require a local funding match, while the Community Outdoor Athletic Facilities (COAF) program does not. RCO will only fund projects included in an adopted plan. The recommended projects meet these criteria, as they are included in the 2017 and 2024 Parks and Open Space Plans, the 2016-2021 Capital Improvement Program, and/or the Seattle Park District Major Maintenance Plan. SPR’s required matching funds for these projects have been appropriated in SPR’s 2023-2028 Capital Improvement Program and Major Maintenance Plan.

RCO is expected to announce grant award recommendations for the RTP program in the second quarter of 2025. RCO has already recommended the Jefferson Park Golf Youth Learning Facility for funding, contingent on State appropriation levels to be determined by a legislative vote in May 2025. The National Park Service will issue its funding recommendations by the fourth quarter of 2025. Grant contracting is expected to commence in the fourth quarter of 2025.

This funding will support currently unfunded project elements at the South Beach Trail, Dr. Jose Rizal Park, Judkins Park, Stan Sayres Boat Launch, and Jefferson Golf Course. Additionally, ORLP funding will help close the funding gap for the Northwest Native Canoe Center and Green Lake Pool, where current appropriation levels remain insufficient.

Notably, the Jefferson Park Golf Youth Learning Facility grant application was submitted by First Tee, a partner organization of SPR. Since this project is located on City-owned property managed by SPR, RCO requires authorizing legislation for the application to remain eligible for grant funding. If the State appropriates sufficient funds, additional legislation will be submitted to authorize acceptance of this and all other awards.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

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

3.d. Other Impacts

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

No

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

N/A

Please describe any financial costs or other impacts of *not* implementing the legislation. Failure to implement the legislation would result in the loss of significant external funding from RCO and the National Park Service, jeopardizing multiple high-priority projects such as the South Beach Trail, Dr. Jose Rizal Park, Judkins Park, Stan Sayres Boat Launch, Jefferson Park Golf Youth Learning Facility, and Green Lake Pool. This could lead to project delays, reduced project scopes, or cancellations due to insufficient funds. The Jefferson Park Golf Youth Learning Facility grant application would become ineligible, and the City would face increased financial pressure to identify alternative funding sources, risking strained budgets, weakened grant competitiveness, and reduced public access to essential recreational facilities. Finally, bids came in high for the Northwest Native Canoe Center. Without this funding, SPR does not have enough money to start construction.

4. OTHER IMPLICATIONS

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

N/A

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

Yes. As a condition of the grant agreements, the properties must be maintained in perpetuity for the purposes for which the funding was sought.

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

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

The legislation supports projects that directly benefit vulnerable and historically disadvantaged communities by enhancing access to recreational spaces and improving essential infrastructure. The Jefferson Park Golf Youth Learning Facility, located in a diverse and historically under-served area, provides educational and recreational opportunities for youth through its partnership with First Tee. Improvements at Dr. Jose Rizal Park, Judkins Park, and Stan Sayres Boat Launch will enhance accessibility, connectivity, and safety, ensuring equitable access for surrounding communities. Green Lake is the most visited park in the City and perhaps the State. Renovations at the Green Lake Pool will address long-standing maintenance issues, providing a critical recreational resource to nearby neighborhoods. These projects were informed by extensive community engagement efforts conducted by SPR, ensuring that the voices of historically marginalized communities shaped the project designs and priorities. The Northwest Native Canoe Center project is a collaborative cultural initiative that celebrates Indigenous traditions and maritime heritage through a waterfront center offering canoe-building, cultural education, and community gathering spaces in Seattle.

- ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**
- iii. What is the Language Access Plan for any communications to the public?**

d. Climate Change Implications

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

The new Green Lake Pool will incorporate modern heating and cooling technologies. Gas fired boilers and HVAC systems will be replaced significantly reducing greenhouse gas emissions.

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

There are no changes to Seattle's resiliency to climate change in a material way.

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

N/A

5. CHECKLIST

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

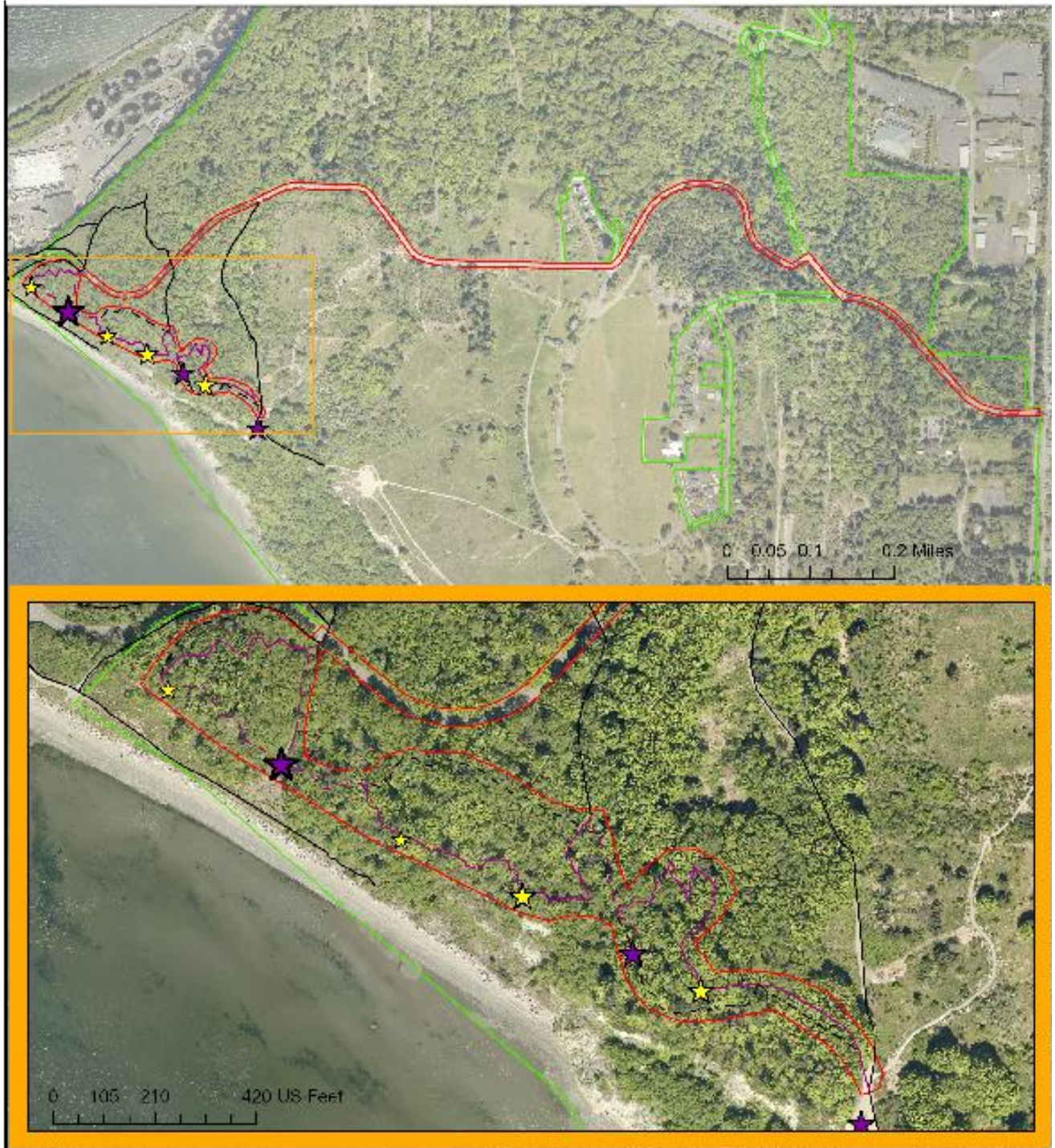
6. ATTACHMENTS

Summary Attachments:

Summary Attachment A – Park Boundary Maps

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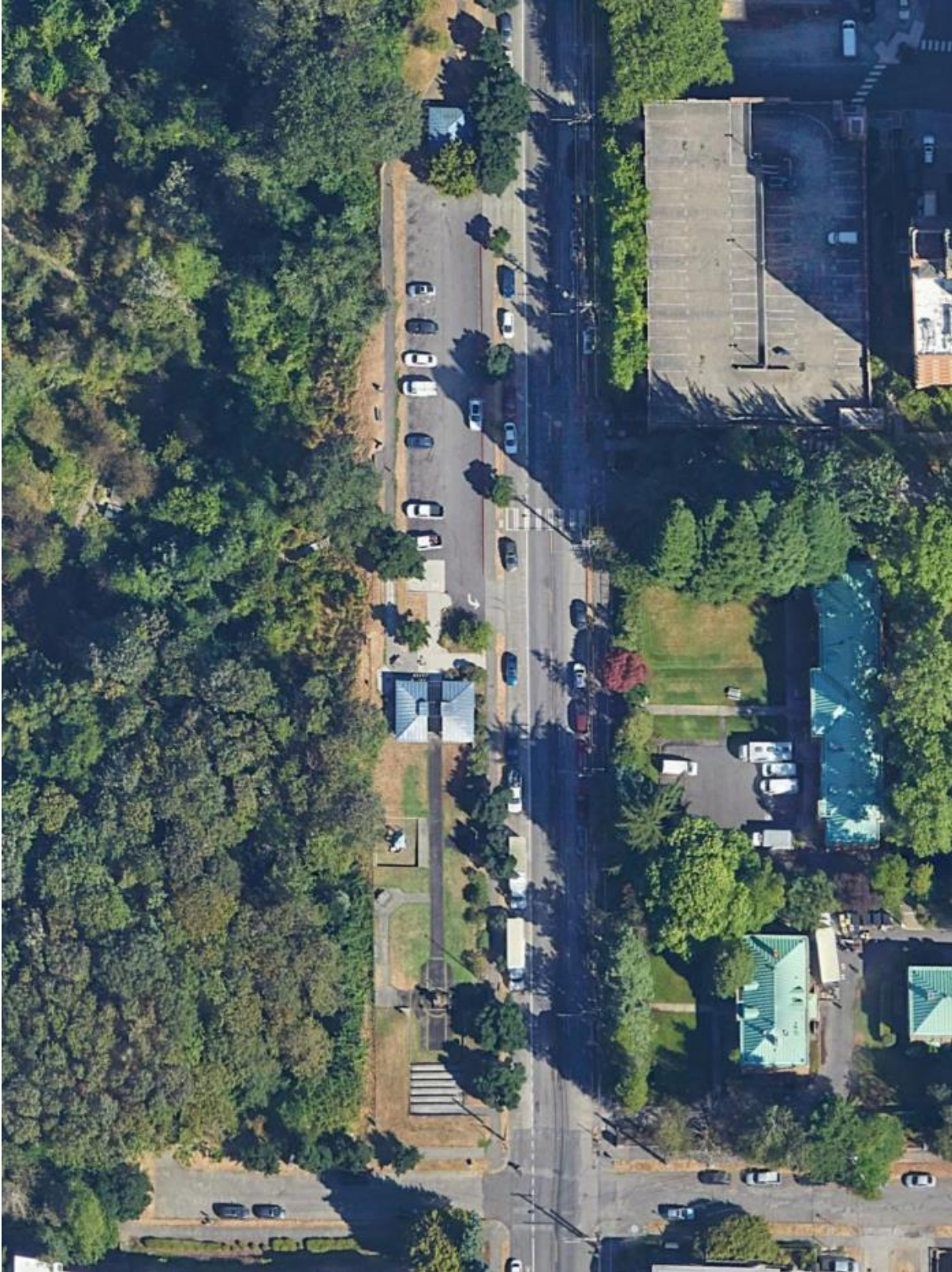
DISCOVERY PARK SOUTH BEACH TRAIL



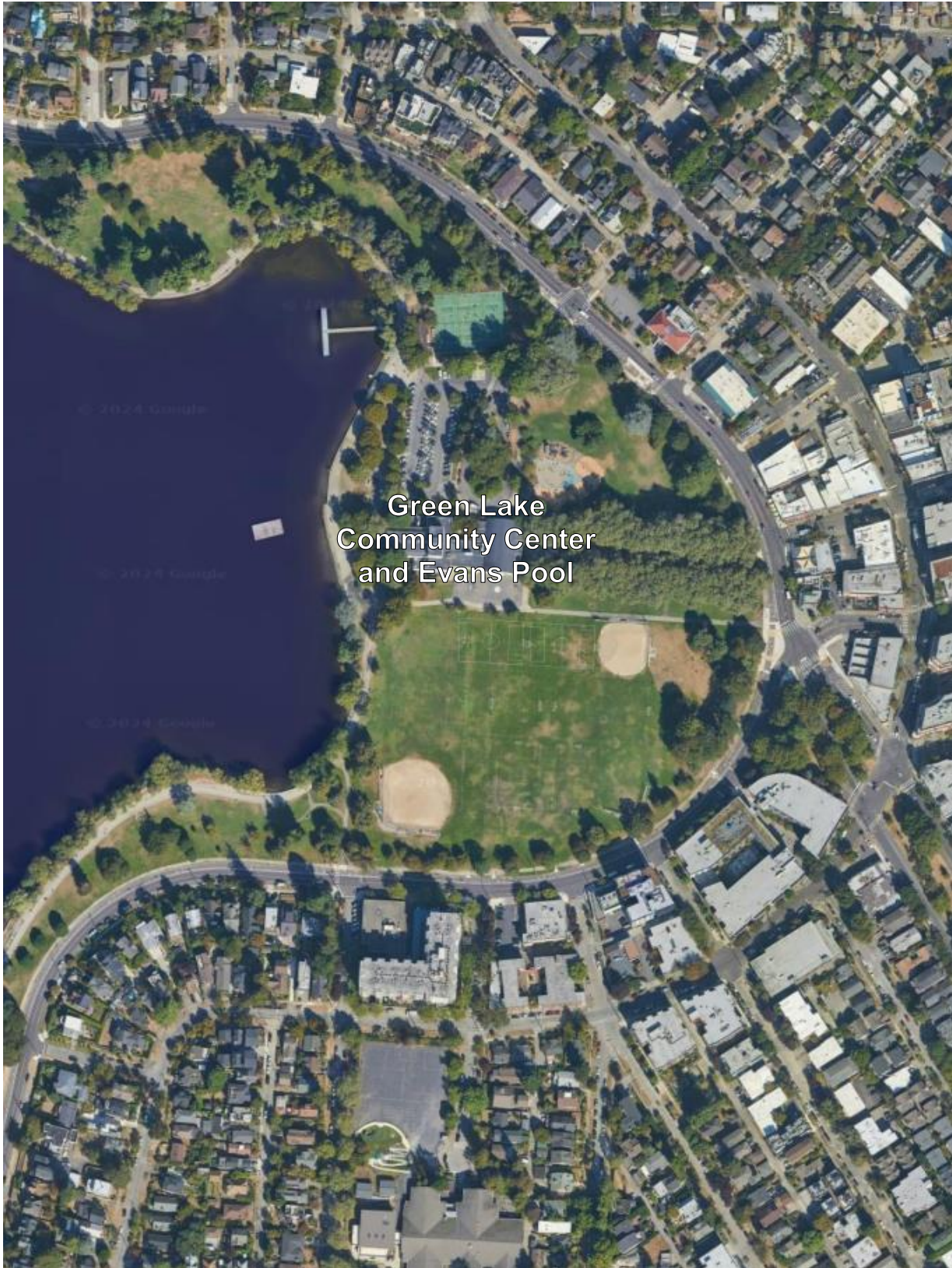
BILL WRIGHT GOLF COMPLEX AT JEFFERSON PARK



UPPER DR. JOSE RIZAL PARK



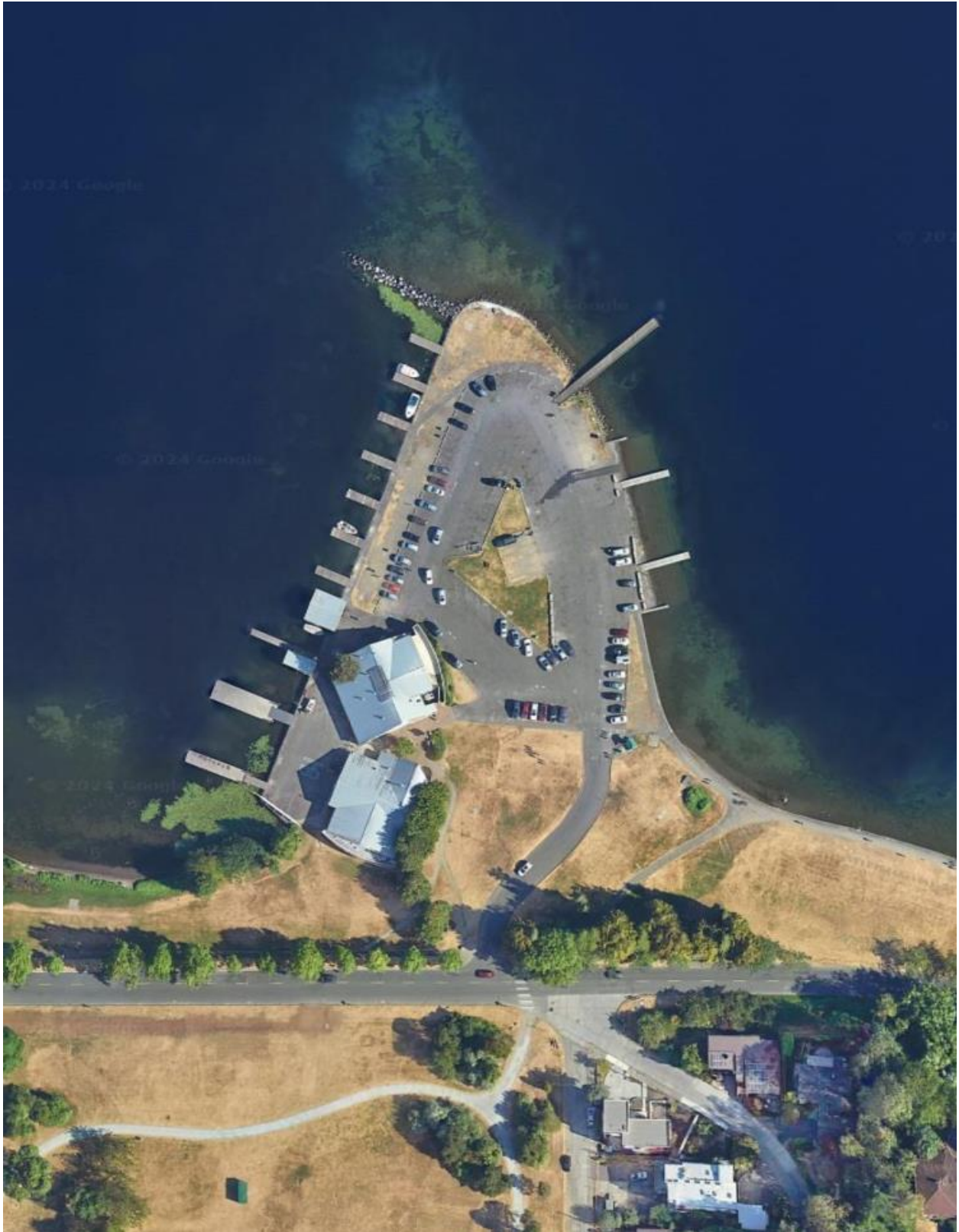
EVANS POOL



JUDKINS PARK



STAN SAYRES BOAT LAUNCH



NW Native Canoe Center

